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Effective Date: 09/27/2009 Status: Effective

FERC Docket: RP09-954-000

Second Revised Sheet No. 0 Dominion South Pipeline Co., LP: Original Volume No. 1

Second Revised Sheet No. 0

Superseding: First Revised Sheet No. 0

FERC GAS TARIFF

ORIGINAL VOLUME NO. 1

of

DOMINION SOUTH PIPELINE COMPANY, LP

Filed with

The Federal Energy Regulatory Commission

Communications Concerning This Tariff
Should Be Addressed to:

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Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1 Original Sheet No. 1 : Effective

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Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 2 - 9 Sheet Nos. 2 - 9 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 10 Original Sheet No. 10 : Effective

PRELIMINARY STATEMENT

DOMINION SOUTH PIPELINE COMPANY, LP is a natural gas company subject to the jurisdiction of the Federal Energy Regulatory Commission. Dominion South is primarily engaged in the transportation of natural gas in interstate commerce. Dominion South's facilities include:

- A. Poole Road Interconnect: Facilities extending from an interconnection with Transcontinental Gas Pipe Line Company in Matagorda County, Texas to an interconnection with Florida Gas Transmission in Matagorda County, Texas.

Dominion South provides transportation of natural gas through its facilities for all Customers eligible for service under this Tariff on an open access basis.

This Tariff includes the currently effective Rates, Rate Schedules, General Terms and Conditions and Forms of Service Agreement applicable to services performed by Dominion South.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 11 - 19 Sheet Nos. 11 - 19 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 20 Original Sheet No. 20 : Effective

System Map

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 21 - 49 Sheet Nos. 21 - 49 : Effective

Reserved for future use.

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-959-000

Fourth Revised Sheet No. 50 Fourth Revised Sheet No. 50

Superseding: Third Revised Sheet No. 50

RATES APPLICABLE TO RATE SCHEDULES IN FERC GAS TARIFF, VOLUME NO. 1
(Rate per Dekatherm)

Base				
Rate Schedule	Rate Component	Base Tariff Rate [1]	FERC ACA	Current Rate
-----	-----	-----	-----	-----
(1)	(2)	(3)	(4)	(5)
FT-1 [2]:	RESERVATION CHARGE:			
	(Maximum Rate)	\$0.3172	-	\$0.3172
	(Minimum Rate)	\$0.0000	-	\$0.0000
	USAGE CHARGE:			
	(Maximum Rate)	\$0.0000	\$0.0019	\$0.0019
	(Minimum Rate)	\$0.0000	\$0.0019	\$0.0019
IT-1 [2]:	Usage Charge:			
	(Maximum Rate)	\$0.0104	\$0.0019	\$0.0123
	(Minimum Rate)	\$0.0000	\$0.0019	\$0.0019

[1] The Base Tariff Rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission, and payable each month.

[2] The maximum Transportation Fuel Retention Percentage is 0%.

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-959-000

Fourth Revised Sheet No. 51 Fourth Revised Sheet No. 51

Superseding: Third Revised Sheet No. 51

RATES APPLICABLE TO RATE SCHEDULES IN FERC GAS TARIFF, VOLUME NO. 1
(Rate per Dekatherm)

Overruns and Penalties

Rate Schedule	Rate	Notes
FT-1		
Authorized Overrun Charge [1]	\$ 0.0123	
Unauthorized Overrun Penalty (Non-Critical) [4]	\$ 0.0246	
Unauthorized Overrun Penalty (Critical) [5]	\$25.0000	For penalty additions see Footnote [2]
Scheduling Penalty [3]	\$ 0.0123	
IT-1		
Authorized Overrun Charge [1]	\$ 0.0123	
Unauthorized Overrun Penalty (Non-Critical) [4]	\$ 0.0246	
Unauthorized Overrun Penalty (Critical) [5]	\$25.0000	For penalty additions see Footnote [2]
Scheduling Penalty [3]	\$ 0.0123	

[1] This rate is equal to the currently effective IT-1 rate. See Section 37.1 of the GT&C.

[2] Add the gas price index for each Dt as described in Section 37.2 of the GT&C.

[3] This rate is equal to the currently effective IT-1 rate. See Section 37.3 of the GT&C.

[4] This rate is equal to twice the currently effective IT-1 rate. See Section 37.2 of the GT&C.

[5] See Section 37.2 of the GT&C.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 52 - 69 Sheet Nos. 52 - 69 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 70 Original Sheet No. 70 : Effective

GAS PRICE INDICES

Rate Schedule

Applicable Gas Price Index

FT-1, IT-1

Market basket of the following three indices reported in the Platts Gas Daily daily price survey under the Midpoint column: NGPL, STX; Tennessee, Zone 0; and Transco, Zone 1.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 71 - 99 Sheet Nos. 71 - 99 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 100 Original Sheet No. 100 : Effective

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE - POOLE ROAD INTERCONNECT

1. AVAILABILITY

- 1.1 This Rate Schedule is available for transportation service by Dominion South Pipeline Company, LP (Pipeline) through Pipeline's facilities identified in Section A of the Preliminary Statement as the Poole Road Interconnect, without undue discrimination or preference, to any Person (Customer) or Customer's assignee(s), where:
- A. Customer has requested firm transportation service pursuant to Sections 11, 25 and/or 26 of the General Terms and Conditions of Pipeline's Tariff (GT&C);
 - B. After review and acceptance of such request by Pipeline, and after acceptance of Customer's bid, if applicable, Customer has entered into a Service Agreement with Pipeline for transportation service under this Rate Schedule that conforms to the Form of Service Agreement contained in this Tariff;
 - C. Customer is willing and able to pay the Recourse Rate hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the GT&C; and
 - D. Customer complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.
- 1.2 Except as provided in GT&C Section 22, Pipeline is not required to provide any requested transportation service for which capacity is not available or that would require the construction or acquisition of any new facilities or the modification or expansion of existing facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Service provided under this Rate Schedule shall be performed under Part 284 of the regulations of the Federal Energy Regulatory Commission (Commission). This Rate Schedule shall apply to all Gas transported by Pipeline for Customer under an executed Service Agreement that conforms to the Form of Service Agreement contained in this Tariff or such other agreement as approved pursuant to GT&C Section 34.
- 2.2 Pipeline shall be under no obligation to provide transportation service hereunder until after Customer has nominated service in advance in accordance with GT&C Section 12 and Pipeline schedules such service in accordance with GT&C Section 13. As such, service under this Rate Schedule shall constitute "notice service". Within the Delivery limitations of the executed Service Agreement, service provided under this Rate Schedule shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as provided herein or in GT&C Sections 9, 10, 12 and 14.
- 2.3 Pipeline shall Receive Gas and Deliver Gas in accordance with the executed Service Agreement and the terms of this Tariff.

Effective Date: 01/16/2006 Status: Effective

FERC Docket: RP06-146-000

First Revised Sheet No. 101 First Revised Sheet No. 101 : Effective
Superseding: Original Sheet No. 101

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE - POOLE ROAD INTERCONNECT

3. DAILY QUANTITIES

The executed Service Agreement shall specify a MDTQ (Maximum Daily Transportation Quantity) applicable only to transportation service under this Rate Schedule.

4. RATES, CHARGES AND FUEL RETENTION

4.1 For service under this Rate Schedule, Customer shall pay Pipeline monthly the sum of the following charges:

- A. A Reservation Charge. The applicable charge per Dt of MDTQ as set forth on Sheet Nos. 50-69;
- B. A Usage Charge. A charge per Dt for all Gas Delivered during the billing month as set forth on Sheet Nos. 50-69;
- C. Cost of facilities as described in GT&C Section 22, if applicable;
- D. All other applicable rates, charges, surcharges and penalties as set forth in this Rate Schedule and the GT&C.

4.2 Each Gas Day, Pipeline shall retain the percentage of Receipts set forth on Sheet Nos. 50-69 as the Transportation Fuel Retention Percentage. Upon Customer's request Pipeline shall review a transaction specified by Customer to determine whether such transaction causes Pipeline to use fuel. If the transaction does not cause Pipeline to use fuel, Pipeline shall not retain fuel for that transaction and shall post on the Website such transaction's exemption from fuel retention.

4.3 The Recourse Rate for each service shall be the total rate comprised of the applicable recourse reservation charges, usage charges and surcharges.

4.4 Pipeline may elect to offer to transport at a rate that is below the maximum but not less than the minimum rates set forth on Sheet Nos. 50-99 as applicable to this Rate Schedule. However, Pipeline is not obligated to offer to transport Gas at any rates less than the applicable Recourse Rate.

4.5 Notwithstanding the general provision of Sections 4.1 and 4.2 of this Rate Schedule, as provided by GT&C Section 35, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates may apply in lieu of the otherwise applicable charges identified in Sections 4.1.A, 4.1.B and 4.2 of this Rate Schedule, subject to any required regulatory approval.

4.6 The monthly bill shall reflect credits for capacity release reservation charges and associated surcharges as provided in GT&C Section 15.4.B.2, and any reservation charge adjustment owed to Customer as provided in GT&C Section 10.4.

4.7 Customer shall be responsible for any charges that are incurred by Pipeline pursuant to the operational balancing agreements (OBA) between Pipeline and the upstream and downstream interconnecting pipelines to the extent such charges are not recovered or offset through any other sources. Upon determination that certain OBA charges are not recoverable from such sources, Pipeline shall promptly bill Customer in the next billing invoice for such charges prorata based on the Customer's scheduled quantities for the applicable month. Upon request of the Customer, Pipeline shall provide documentation in support of any charges billed pursuant to this Section.

Effective Date: 01/16/2006 Status: Effective
FERC Docket: RP06-146-000

First Revised Sheet No. 102 First Revised Sheet No. 102 : Effective
Superseding: Original Sheet No. 102

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE - POOLE ROAD INTERCONNECT

5. RECEIPTS AND DELIVERIES

5.1 Customer's entitlement to Tender Gas at any Point of Receipt shall not exceed Customer's MDTQ plus applicable fuel for service under this Rate Schedule. Customer's entitlement to Take Gas at any Point of Delivery shall not exceed Customer's MDTQ for service under this Rate Schedule.

5.2 Each executed Service Agreement shall specify:

- A. Pipeline's Maximum Daily Receipt Obligation (MDRO) at each Primary Point of Receipt, if applicable. The sum of the MDROs shall not exceed the MDTQ unless Pipeline and Customer agree otherwise in the executed Service Agreement.
- B. Pipeline's Maximum Daily Delivery Obligation (MDDO) at each Primary Point of Delivery, if applicable. The sum of the MDDOs shall not exceed the MDTQ, unless Pipeline and Customer agree otherwise in the executed Service Agreement.
- C. One or more Capacity Paths, if applicable under this Rate Schedule. Customer's entitlement to transportation on any path shall not exceed Customer's MDTQ for service under this Rate Schedule.

5.3 In addition to its entitlement to service at the Primary Points specified in the Service Agreement, Customer shall have the right to nominate service utilizing (a) alternative Points of Receipt and Delivery located within its Capacity Path, (b) alternative Points of Receipt and Delivery located outside of its Capacity Path, and (c) Reverse Path transportation to the extent available on Pipeline's facilities identified in Section A of the Preliminary Statement, the Poole Road Interconnect. Customer shall also have the right to segment its capacity by nominating service using separate segments or through the release of capacity within its Capacity Path in accordance with GT&C Section 15. Service at Primary and alternative Points of Receipt and Delivery, Reverse Path transportation and segmentation shall be made available to Customer subject to the nomination and scheduling provisions of GT&C Sections 12 and 13.

- A. To utilize an alternative point, Customer shall nominate service at any Point of Receipt or Delivery specified on the most current master point list applicable to service under this Rate Schedule, as published on the Website.
- B. The service flexibility to use alternative Points and Reverse Path transportation, made available to Customer by this Section 5.3, is subject to the operating limitations of Pipeline and the capabilities of the upstream or downstream entities at Points of Receipt and Delivery, respectively, and to the availability of capacity after performance by Pipeline of its primary firm service obligations. Service flexibility under this Section 5.3 shall not be made available to Customer if Pipeline determines that such transportation (a) is operationally infeasible, (b) will impair Pipeline's ability to provide reliable service to any other customer of a higher priority as set forth in GT&C Section 13, or (c) will impair the safe operation of Pipeline's system.

5.4 Hourly Flow Rate

- A. In any hour, Customer shall Tender and Pipeline shall Deliver at a uniform flow rate equal to 1/24th of the scheduled quantity, unless another flow rate is expressly agreed to in writing in the executed Service Agreement, which rights shall be granted in a not unduly discriminatory manner.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 103 Original Sheet No. 103 : Effective

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE - POOLE ROAD INTERCONNECT

5. RECEIPTS AND DELIVERIES (Cont.)

5.4 Hourly Flow Rate (Cont.)

- B. Notwithstanding the foregoing limitation, on any Gas Day that Pipeline has operational capability, Pipeline may grant Customer the flexibility, for that Gas Day, to vary its hourly Tenders and/or Takes. Pipeline shall endeavor to give priority in granting such hourly variations to any Customer under this Rate Schedule that submits a written request to Pipeline, on a first in time basis. Such requests shall be submitted to Pipeline's Transportation Services Department on the form provided on the Website, shall be submitted no more than 48 hours and no less than four hours in advance of flow, and shall set forth Customer's anticipated hourly flow variations, by hour, for the time period requested. Within two hours of the receipt of a request, Pipeline shall respond and inform Customer whether the requested flexibility will be granted; provided, however, that Pipeline shall respond to requests received after 4:00 p.m. CCT by no later than 9:00 a.m. CCT the following morning. In evaluating Customer's request for hourly variations, Pipeline may consider any relevant factors, including but not limited to Pipeline's current operating conditions, the level of variation requested by all customers, the level of other scheduled services, and Customer's demonstrated ability to Tender and/or Take Gas in a timely fashion.
- C. Any hourly flexibility granted by Pipeline pursuant to this Section 5.4 shall not constitute a firm entitlement and Pipeline shall retain the right to rescind flexibility granted under this Section 5.4 at any time and enforce the hourly limitation described in this Section 5.4 as may be necessary for Pipeline to meet its firm obligations, to avert the issuance of an operational flow order, or to provide service to any Interruptible Transmission Rate Schedule Customer whose service has been scheduled by Pipeline prior to the receipt of a request pursuant to this Section 5.4. If such flexibility is rescinded, Pipeline shall give Customer as much notice as is reasonable under the circumstances.

6. EQUALIZATION OF RECEIPTS AND DELIVERIES

Deliveries by Pipeline to Customer shall be approximately equal to Tenders to Pipeline from Customer for transportation less any Gas retained by Pipeline in providing such transportation service. Pipeline shall have no obligation to Receive Gas if Customer fails to Take equivalent quantities Delivered by Pipeline, and Pipeline shall have no obligation to Deliver Gas to Customer on any Gas Day that Customer fails to Tender equivalent quantities to Pipeline; provided, however, that this Section 6 shall authorize Pipeline to suspend service only to the extent that Customer's Tenders and Takes are not equivalent.

7. GENERAL TERMS AND CONDITIONS.

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule, provided, however, (i) if the GT&C are inconsistent with this Rate Schedule, the terms of this Rate Schedule shall apply.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 104 - 149 Sheet Nos. 104 - 149 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 150 Original Sheet No. 150 : Effective

IT-1 RATE SCHEDULE
INTERRUPTIBLE TRANSPORTATION SERVICE - POOLE ROAD INTERCONNECT

1. AVAILABILITY

- 1.1 This Rate Schedule is available for transportation service through Dominion South Pipeline Company, LP's (Pipeline) facilities identified in Section A of the Preliminary Statement, the Poole Road Interconnect, on behalf of any person (Customer) where:
- A. Customer has requested interruptible transportation service pursuant to Section 11 of the General Terms and Conditions of Pipeline's Tariff (GT&C);
 - B. After review and acceptance of such request by Pipeline, Customer has entered into a Service Agreement, consistent with the Form of Service Agreement contained in this Tariff, with Pipeline for transportation service under this Rate Schedule;
 - C. Customer is willing and able to pay the Recourse Rate hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the GT&C; and
 - D. Customer complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.
- 1.2 Service under this Rate Schedule shall be made available in accordance with the scheduling and curtailment provisions of the GT&C; provided, however, that Pipeline is not required to provide any requested transportation service for which capacity is not available on the requested Pipeline facilities or that would require the construction or acquisition of any new facilities or the modification or expansion of existing facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE.

Service provided under this Rate Schedule shall be performed under Part 284 of the regulations of the Federal Energy Regulatory Commission (Commission). This Rate Schedule shall apply to all Gas transported for Customer under an executed Service Agreement that conforms to the Form of Service Agreement contained in this Tariff or such other agreement as approved pursuant to GT&C Section 34. Pipeline shall Receive Gas Tendered for transportation hereunder, at times when system capacity is available, and Deliver equivalent quantities in accordance with the executed Service Agreement and the terms of this Tariff. Service under this Rate Schedule shall be rendered on an interruptible basis and shall be subject to nomination, confirmation, scheduling, and curtailment, as provided for in the GT&C. Service under this Rate Schedule shall at all times be subordinate to service under Rate Schedule FT-1.

3. DAILY QUANTITIES

The executed Service Agreement shall specify an MDTQ (Maximum Daily Transportation Quantity) applicable only to interruptible transportation service under this Rate Schedule.

Effective Date: 01/16/2006 Status: Effective

FERC Docket: RP06-146-000

First Revised Sheet No. 151 First Revised Sheet No. 151 : Effective
Superseding: Original Sheet No. 151

IT-1 RATE SCHEDULE
INTERRUPTIBLE TRANSPORTATION SERVICE - POOLE ROAD INTERCONNECT

4. RATE, CHARGES AND FUEL RETENTION

- 4.1 For service under this Rate Schedule, Customer shall pay Pipeline monthly the following:
- A. A Usage Charge. A charge per Dt for all Gas Delivered during the billing month as set forth on Sheet Nos. 50-69;
 - B. Cost of facilities as described in GT&C Section 22, if applicable; and
 - C. All other applicable rates, charges, surcharges and penalties as set forth in the GT&C.
- 4.2 Each Gas Day, Pipeline shall retain the percentage of Receipts set forth on Sheet Nos. 50-69 as the Transportation Fuel Retention Percentage. Upon Customer's request Pipeline shall review a transaction specified by Customer to determine whether such transaction causes Pipeline to use fuel. If the transaction does not cause Pipeline to use fuel, Pipeline shall not retain fuel for that transaction and shall post on the Website such transaction's exemption from fuel retainage.
- 4.3 The Recourse Rate for service under this Rate Schedule shall be the maximum rate stated on Sheet Nos. 50-69 applicable to this Rate Schedule and Customer shall pay Pipeline such maximum rate per Dt for service rendered except as provided for in Sections 4.4 and 4.5 of this Rate Schedule.
- 4.4 Pipeline may elect to offer to transport at a rate that is below the maximum but not less than the minimum rates set forth on Sheet Nos. 50-99 as applicable to service pursuant to this Rate Schedule through Pipeline's facilities identified in Section A of the Preliminary Statement. However, Pipeline is not obligated to offer to transport Gas at any rates less than the Recourse Rate.
- 4.5 Notwithstanding the general provision of Sections 4.1 - 4.3 of this Rate Schedule, as provided by GT&C Section 35, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 4.1.A and 4.2 of this Rate Schedule, subject to any required regulatory approval.
- 4.6 Customer shall be responsible for any charges that are incurred by Pipeline pursuant to the operational balancing agreements (OBA) between Pipeline and the upstream and downstream interconnecting pipelines to the extent such charges are not recovered or offset through any other sources. Upon determination that certain OBA charges are not recoverable from such sources, Pipeline shall promptly bill Customer in the next billing invoice for such charges prorata based on the Customer's scheduled quantities for the applicable month. Upon request of the Customer, Pipeline shall provide documentation in support of any charges billed pursuant to this Section.

5. RECEIPTS AND DELIVERIES

- 5.1 Customer shall Tender Gas up to Customer's MDTQ, plus applicable fuel, to Pipeline and shall Take equivalent quantities from Pipeline, as agreed upon in the executed Service Agreement.
- 5.2 Customer may nominate service at any Point of Receipt or Delivery specified on the most current master point list applicable to this Rate Schedule, as published on the Website.
- 5.3 Hourly Flow Rate
- A. In any hour, Customer shall Tender and Pipeline shall Deliver at a uniform flow rate equal to 1/24th of the scheduled quantity.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 152 Original Sheet No. 152 : Effective

IT-1 RATE SCHEDULE
INTERRUPTIBLE TRANSPORTATION SERVICE - POOLE ROAD INTERCONNECT

5. RECEIPTS AND DELIVERIES (Cont.)

5.3 Hourly Flow Rate (cont.)

- B. Notwithstanding the foregoing limitation, on any Gas Day that Pipeline has operational capability, Pipeline may grant Customer the flexibility, for that Gas Day, to vary its hourly Tenders and/or Takes. To request such hourly flexibility, Customer shall submit a request to Pipeline's Transportation Services Department on the form provided on the Website, no more than 48 hours and no less than four hours in advance of flow. Such request shall include Customer's anticipated hourly flow variations, by hour, for the time period requested. Within two hours of the receipt of a request, Pipeline shall respond and inform Customer whether the requested flexibility will be granted; provided, however, that Pipeline shall respond to requests received after 4:00 p.m. CCT by no later than 9:00 a.m. CCT the following morning. In evaluating Customer's request for hourly variations, Pipeline may consider any relevant factors, including but not limited to Pipeline's current operating conditions, the level of variation requested by all customers, the level of other scheduled services, and Customer's demonstrated ability to Tender and/or Take Gas in a timely fashion.
- C. Pipeline shall retain the right to rescind flexibility granted under this Section 5.3 at any time and enforce the hourly limitation described in this Section 5.3. If such flexibility is rescinded, Pipeline shall give Customer as much notice as is reasonable under the circumstances.

6. EQUALIZATION OF RECEIPTS AND DELIVERIES

Deliveries by Pipeline to Customer, hereunder, shall be approximately equal to Tenders to Pipeline from Customer for transportation hereunder, less any Gas retained by Pipeline in providing such transportation service. Pipeline shall have no obligation to Receive Gas if Customer fails to Take equivalent quantities of Gas Tendered by Customer, and Pipeline shall have no obligation to Deliver Gas to Customer on any Gas Day that Customer fails to Tender equivalent quantities to Pipeline; provided, however, that this Section 6 shall authorize Pipeline to suspend service only to the extent that Customer's Tenders and Takes are not equivalent.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule, provided, however, (i) if the GT&C are inconsistent with this Rate Schedule, the terms of this Rate Schedule shall apply.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 153 - 999 Sheet Nos. 153 - 999 : Effective

Reserved for future use.

Effective Date: 03/12/2009 Status: Effective

FERC Docket: RP09-358-000

First Revised Sheet No. 1000 First Revised Sheet No. 1000

Superseding: Original Sheet No. 1000

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Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1001 Original Sheet No. 1001 : Effective

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Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1002 Original Sheet No. 1002 : Effective

GENERAL TERMS AND CONDITIONS
DEFINITIONS

1. Definitions

When used in this Tariff or in any executed Service Agreement for service under a Rate Schedule contained in this Tariff, the terms contained in this Section 1 have the meanings described below.

1.1 Definitions.

- A. "Business Day" means any day except Saturdays, Sundays and Federal Banking holidays.
- B. "Capacity Path" means a transportation path established by the executed Service Agreement from a Primary Point of Receipt to a Primary Point of Delivery or as otherwise specified in the notice of capacity release pursuant to GT&C Section 15.2.A.
- C. "Commission" or "FERC" means the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction over Pipeline under the Natural Gas Act or supervening legislation.
- D. "Customer" means a party that executes a Service Agreement with Pipeline for transportation service under any Rate Schedule of Pipeline's Tariff.
- E. "Dekatherm" or "Dt" means the quantity of heat energy that is equivalent to one million British Thermal Units (MMBtu). One "Dekatherm" or "Dt" of Gas means the quantity of Gas that contains one Dekatherm of heat energy.
- F. "Deliver" or "Delivery" means the physical delivery, or its equivalent, of Gas by Pipeline at a Point of Delivery to or for the account of a Customer.
- G. "Designated Replacement Customer" means the Person designated by Releasing Customer prior to the released capacity being posted on the Website.
- H. "Evergreen Clause" means a contract provision that allows the term of service in a Service Agreement to be extended for an additional term after the expiration of the primary term if the required notice of termination is not given to the other party to the Service Agreement.
- I. "Gas" means any mixture of hydrocarbons, consisting essentially of methane, and inert or noncombustible gases that are extracted from the subsurface of the earth in their natural state (whether or not subsequently processed) meeting the quality and pressure specifications set forth in GT&C Sections 2 and 4.
- J. "Gas Day" means a 24-hour period that begins at 9 a.m. Central Clock Time (CCT).
- K. "Gas Price Index" means the midpoint price reported each day for the applicable index point set forth on Sheet No. 70 for the Rate Schedule under which Customer is taking service as published in "Gas Daily" or, if no longer published, an equivalent index or indicator, which substitution shall be posted on the Website.
- L. "GT&C" means the General Terms and Conditions of Pipeline's FERC Gas Tariff, as revised and effective from time to time.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1003 Original Sheet No. 1003 : Effective

GENERAL TERMS AND CONDITIONS
DEFINITIONS

1.1 Definitions (Cont.)

- M. "Interest" or "Interest Rate" means the effective FERC interest rate as prescribed by the Commission under 18 C.F.R. Section 154.501(d).
- N. "Maximum Daily Delivery Obligation" or "MDDO" means the maximum quantity of Gas that Pipeline is obligated to Deliver to Customer at a specific Primary Point of Delivery on any Gas Day, as set forth on Exhibit A to Customer's Service Agreement.
- O. "Maximum Daily Receipt Obligation" or "MDRO" means the maximum quantity of Gas that Pipeline is obligated to Receive for transportation from Customer at a specific Primary Point of Receipt on any Gas Day, as set forth on Exhibit A to Customer's Service Agreement. Pipeline shall also Receive quantities of Gas applicable to the Transportation Fuel Retention Percentages at each specific Point of Receipt.
- P. "Maximum Daily Transportation Quantity" or "MDTQ" means the maximum daily quantity of Gas that Pipeline is required to transport for Customer or for the account of Customer under a Service Agreement. Customer's MDTQ shall be set forth on Exhibit A to Customer's Service Agreement.
- Q. "Month" means the period beginning at 9 a.m. CCT on the first Gas Day of the calendar month and ending immediately before 9 a.m. CCT on the first Gas Day of the next succeeding calendar month.
- R. "Monthly Low Gas Price Index" means the lowest of the "Weekly Weighted Average Price" for the applicable index point set forth on Sheet No. 70 for the Rate Schedule under which Customer is taking service as published in "Gas Daily" applicable to any week falling in the Month or the first full week of the succeeding month. If "Gas Daily" is no longer published, Pipeline shall use an equivalent index or indicator, which substitution shall be posted on the Website.
- S. "Monthly High Gas Price Index" means the highest of the "Weekly Weighted Average Price" for the applicable index point set forth on Sheet No. 70 for the Rate Schedule under which Customer is taking service as published in "Gas Daily" applicable to any week falling in the Month or the first full week of the succeeding month. If "Gas Daily" is no longer published, Pipeline shall use an equivalent index or indicator, which substitution shall be posted on the Website.
- T. "Notice Service" means a pipeline service which requires the nomination by Shipper, scheduling and confirmation by Pipeline of all volumes to be received and delivered under each Service Agreement.
- U. "Person" means an individual or any corporation, joint venture, limited liability company, partnership, association, business trust, or organized group of persons, whether incorporated or not.
- V. "Pipeline" means Dominion South Pipeline Company, LP.
- W. "Point of Delivery" means the point or points on Pipeline's facilities where Pipeline Delivers Gas to or for the account of Customer.
- X. "Point of Receipt" means the point or points on Pipeline's facilities where Pipeline Receives Gas from or for the account of Customer to be transported through Pipeline's facilities.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1004 Original Sheet No. 1004 : Effective

GENERAL TERMS AND CONDITIONS
DEFINITIONS

1.1 Definitions (Cont.)

- Y. "Primary Point(s)" means the Primary Point(s) of Receipt and/or the Primary Point(s) of Delivery.
- Z. "Primary Point(s) of Delivery" means the Point(s) of Delivery set forth on Exhibit A to Customer's Firm Transportation Rate Schedule Service Agreement.
- AA. "Primary Point(s) of Receipt" means the Point(s) of Receipt set forth on Exhibit A to Customer's Firm Transportation Rate Schedule Service Agreement.
- BB. "Psig" means pounds per square inch gauge.
- CC. "Receipt" or "Receive" means the physical receipt, or its equivalent, of Gas by Pipeline at a Point of Receipt from or for the account of a Customer.
- DD. "Releasing Customer" means a Customer receiving service pursuant to a Service Agreement under a Firm Transportation Rate Schedule of Pipeline's Tariff that releases firm capacity in accordance with Pipeline's capacity release program.
- EE. "Replacement Customer" means any Person who obtains released capacity in accordance with Pipeline's capacity release program.
- FF. "Reverse Path" means the transportation path that is in the opposite direction of flow in relation to a given Capacity Path.
- GG. "Service Agreement" means the agreement executed by the Customer and Pipeline under any Rate Schedule of Pipeline's Tariff and any exhibits, attachments, and/or amendments thereto.
- HH. "Take" means the physical receipt, or its equivalent, of Gas by (or for the account of) a Customer at a Point of Delivery from Pipeline's facilities.
- II. "Tariff" means Pipeline's FERC Gas Tariff, including but not limited to Rate Sheets, Rate Schedules, General Terms & Conditions, and Forms of Service Agreement, as may be revised and effective from time to time.
- JJ. "Tender" means the physical delivery, or its equivalent, of Gas to Pipeline's facilities at a Point of Receipt by (or for the account of) a Customer.
- KK. "Website" means Pipeline's Internet site at <http://www.dom.com>, through which Pipeline's electronic communication service is accessible.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 1005 - 1006 Sheet Nos. 1005 - 1006 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1007 Original Sheet No. 1007 : Effective

GENERAL TERMS AND CONDITIONS
QUALITY

2. QUALITY

2.1 Quality Specifications Applicable to All Deliveries of Gas. All Gas Delivered shall have a total heating value of not less than 980 Btu per cubic foot and not more than 1100 Btu per cubic foot. The Gas Delivered shall be commercially free from objectionable odors, dust or other solid or liquid matters that might interfere with the merchantability of the Gas or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which the Gas flows.

2.2 Quality Specifications Applicable To All Receipts Of Gas.

All Gas Tendered shall conform to the following specifications:

- A. Hydrogen Sulfide and Total Sulfur: The Gas shall contain not more than one quarter grain of hydrogen sulfide per one hundred cubic feet and not more than ten grains total sulfur or sulfur compounds per one hundred cubic feet.
- B. Carbon Dioxide and Nitrogen: The Gas shall contain not more than three percent by volume of either carbon dioxide or nitrogen individually and shall contain not more than five percent by volume of combined nonhydrocarbon gases including, but not limited to, carbon dioxide, nitrogen and oxygen.
- C. Oxygen: The Gas shall not contain in excess of one quarter of one percent by volume of oxygen, and the parties agree to exercise every reasonable effort to keep the Gas completely free of oxygen.
- D. Dust, Gums, and Other Impurities: The Gas shall be free of objectionable odors, dust, gum, dirt, impurities and other solid or liquid or hazardous matter which might interfere with its merchantability or cause injury to or interfere with proper operation of the facilities, lines, regulators, meters or other appliances through which it flows.
- E. Bacteria: Gas Tendered shall not contain any active bacteria or bacterial agent capable of contributing to or causing operational problems. Bacteria or bacterial agents include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (APB). If evidence of bacteria is discovered, Customer shall, upon Pipeline's request, test for bacteria or bacterial agents. Such tests shall be conducted on samples taken from the meter run or other appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other alternative test method acceptable to Pipeline which is then available.
- F. Water and Liquids: Gas Tendered shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the Gas is Tendered. The Gas shall not contain more than seven pounds of water in vapor phase per one million cubic feet and, in no case, shall the Gas contain any hydrocarbons that might condense to free liquids in Pipeline's system under normal operating conditions.

GENERAL TERMS AND CONDITIONS
QUALITY

2.2 Quality Specifications (Cont.)

- G. The Gas shall have a total heating value of not less than 980 Btu per cubic foot, and not more than 1100 Btu per cubic foot.
- H. The Gas Tendered shall be at a temperature consistent with GT&C Section 2.2.F and in no event shall the temperature be greater than 120 degrees Fahrenheit or less than 40 degrees Fahrenheit.

2.3 Processing.

- A. Pipeline may remove moisture, impurities, helium, natural gasoline, butane, propane, and any other hydrocarbons except methane prior to Delivery of Gas. Pipeline may subject, or permit the subjection of, the Gas to compression, cooling, cleaning and other processes.
- B. At all times, any and all liquid or liquefiable hydrocarbons, or any other constituent or by-product recovered from the Gas by Pipeline, after Receipt shall be and remain the exclusive property of Pipeline.

2.4 Waiver. Nothing in this Section 2 shall limit Pipeline's right, to be exercised on a not unduly discriminatory basis, to waive any quality specifications set forth in this Section 2, where the acceptance of non-conforming Gas will not in the reasonable judgment of Pipeline adversely impact Pipeline's facilities or operations or its ability to Deliver Gas in conformance to GT&C Section 2.1.

2.5 Non-Conformance. Refusal to Accept Gas. If the gas Tendered shall fail at any time to conform to any of these quality provisions, then Pipeline shall notify the Customer or customers responsible for such Tenders, and Pipeline may, at its option, refuse to accept such gas pending correction. In such event Customer shall not be relieved of its obligation to pay any reservation charges under any Firm Transportation Rate Schedule. Upon Customer's failure promptly to remedy any deficiency in quality as specified in GT&C Sections 2.1 or 2.2, then Pipeline at its option on a not unduly discriminatory basis may Receive such gas and may make changes necessary to bring such gas into conformity with such specifications, and Customer shall reimburse Pipeline for any reasonable expense incurred by it in effecting such changes.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1009 Original Sheet No. 1009 : Effective

GENERAL TERMS AND CONDITIONS
MEASUREMENT AND MEASUREMENT EQUIPMENT

3. MEASUREMENT AND MEASUREMENT EQUIPMENT

- 3.1 Measurement Unit. The unit of measure for all Gas Deliverable hereunder shall be one Dt, measured as provided in this Section 3.
- 3.2 Quantity and Heating Value Determination. The quantity and heating value of Gas Received or Delivered by Pipeline shall be determined as follows:
- A. The unit of volume for the purpose of measurement shall be one cubic foot of Gas at 60 degrees Fahrenheit and dry and an absolute pressure of 14.73 pounds per square inch.
 - B. The average absolute atmospheric pressure shall be assumed to be fourteen and seven-tenths pounds to the square inch (14.7 psi), irrespective of actual elevation or location of the Point of Delivery above sea level or variations in such atmospheric pressure from time to time.
 - C. The temperature of the Gas flowing through meters, when necessary for computing Gas quantities, shall be determined for any Gas Day by the use of instantaneous temperature measurements applied to measuring equipment, by the use of a properly installed continuous recorder, or by assuming 60 degrees Fahrenheit for low volume meters. When continuous recorders are used, the arithmetic average of the temperature recorded each Gas Day shall be used to compute Gas quantities.
 - D. The specific gravity of the Gas shall be determined for any one Gas Day by the use of instantaneous specific gravity measurements applied to metering instruments, by the use of Gas Chromatography, or by approved methods with such reasonable frequency as is found expedient in practice. The method of test used to determine specific gravity, in the absence of continuous recording or instantaneous devices, shall be by the use of an approved gravity instrument or fractional analysis.
 - E. The deviation of Gas from Ideal Gas Laws shall be calculated according to the recommendations of the American Gas Association (AGA) Transmission Measurement Committee Report No. 8 "Compressibility Factor of Natural Gas and Related Hydrocarbon Gases," (1994) as may be amended or modified from time to time, or by other mutually agreed upon methods.
 - 1. Orifice meters shall be calculated according to AGA Report No. 3 Part 1 (1990), Part 2 (2000), Part 3 (1992), and Part 4 (1992) as may be amended or modified from time to time, or by other mutually agreed upon methods.
 - 2. Turbine and displacement meters shall be calculated according to AGA Report No. 7 (1996) as may be amended or modified from time to time, or by other mutually agreed upon methods.
 - 3. Ultrasonic meters shall be calculated according to AGA Report No. 9, 1998, as may be amended or modified from time to time, or by other mutually agreed upon methods.

GENERAL TERMS AND CONDITIONS
MEASUREMENT AND MEASUREMENT EQUIPMENT

3.2 Quantity and Heating Value Determination. (Cont.)

- F. The total heating value shall be determined by Gas Chromatography or by methods outlined in American Gas Association (AGA) Transmission Measurement Committee Report No. 5 "Fuel Gas Energy Metering" (1996) as may be amended or modified from time to time, or by other mutually agreed upon methods.
- G. The Dt delivered shall be calculated either by multiplying the Mcf delivered by the total heating value, and dividing the result by 1,000, or by multiplying the pounds mass delivered by the Btu per pound mass, and dividing the result by 1,000,000.

3.3 Ownership and Operation of Measurement Equipment.

- A. Unless otherwise agreed in writing, Pipeline shall install at Customer's expense, and shall be responsible for the required measuring station including all necessary appurtenances, at or near Points of Delivery. The quantity of Gas Delivered hereunder shall be measured in accordance with the published recommendations of the AGA as amended or superseded from time to time. Pipeline shall install at its own expense and it shall own, operate, and maintain meters at its compressor stations to measure Gas used at such facilities. Measurement at compressor stations may be made using displacement type meters.
- B. Where Customer and Pipeline so agree, Customer, at the request of Pipeline, will change the charts on the meters at Points of Delivery, daily or so frequently as required, and send them promptly by mail to Pipeline without charge or cost to Pipeline.
- C. Pipeline, in its reasonable discretion and on a not unduly discriminatory basis, may install (or cause to be installed) and operate flow control devices to regulate the flow of Gas on Pipeline's facilities and at Points of Receipt and Delivery.

3.4 Check Measurement. Customer may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Pipeline's measuring equipment at or near the Points of Delivery.

3.5 Access to Tests and Records. Pipeline and Customer shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's equipment used in measuring or checking the measurement of Gas hereunder. The records from such equipment shall remain the property of their operator, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within thirty days after receipt thereof.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1011 Original Sheet No. 1011 : Effective

GENERAL TERMS AND CONDITIONS
MEASUREMENT AND MEASUREMENT EQUIPMENT

- 3.6 Accuracy. All installations of measuring equipment applying to or affecting Gas transported hereunder shall be made in such manner as to permit an accurate determination of the quantity of Gas and ready verification of the accuracy of measurement. Care shall be exercised in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the quantity of Gas Received or Delivered hereunder.
- 3.7 Failure of Meters. In the event a meter is out of service or registering inaccurately, the quantity of Gas Received or Delivered hereunder shall be determined:
- A. By using the registration of any check meter or meters installed in accordance with industry practice, and accurately registering; or, in the absence of A:
 - B. By correcting the error if the percentage of error is ascertainable by calibration test or mathematical calculation; or, in the absence of both A and B then:
 - C. By estimating the quantity of Gas Received or Delivered during periods under similar conditions when the meter was registering accurately.
- 3.8 Meter Testing. The accuracy of Pipeline's measuring equipment shall be verified by Pipeline at reasonable intervals, and, if requested, in the presence of representatives of Customer, but Pipeline shall not be required to verify the accuracy of such equipment more frequently than once in any 90-day period for meters that average more than 2000 Mcf per day; once in any six month period for meters that average from 250-2000 Mcf per day; and once in any one year period for meters that average less than 250 Mcf per day. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall cooperate to secure a prompt verification of the accuracy of such equipment, at the expense of the requesting party.
- 3.9 Meter Correction. If, upon test, any measuring equipment is found to be in error by not more than two percent, previous recordings of such equipment shall be considered accurate in computing Receipts or Deliveries hereunder, but such equipment shall be adjusted at once to record correctly. If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of six months.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1012 Original Sheet No. 1012 : Effective

GENERAL TERMS AND CONDITIONS
MEASUREMENT AND MEASUREMENT EQUIPMENT

- 3.10 Metering Record Preservation. Pipeline shall preserve on microfilm or otherwise for a period of at least three years all test data, charts and other similar records.
- 3.11 Pipeline shall process measurement data corrections within six months of the production month, with a three-month rebuttal period. This provision shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The parties' other statutory or contractual rights shall not otherwise be diminished by this provision.
- 3.12 Electronic Gas Measurement. Pipeline shall have the right to require and may install or cause to be installed electronic Gas measurement and control equipment at all points.
- A. Accuracy. Where electronic Gas measurement is used, the system shall use instruments designed to provide overall measurement accuracy of +/-1 percent of flow, taking into account all the sources of error, including calibrated span of instruments, linearity, hysteresis, repeatability, ambient temperature, stability, vibration, and power supply fluctuations.
- B. Computation. The electronic Gas measurement equipment shall, at a minimum, perform flow calculations per AGA-3, AGA-7 and AGA-9 requirements, as appropriate. As the flow calculation methods are revised from time to time, new releases shall be implemented within twelve months from the release date.
- C. Calibration and Testing Equipment. All test and calibration equipment shall be certified and maintained pursuant to Pipeline's current published standard operating procedures as revised from time to time.
- 3.13 New Measurement Methods. If at any time a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be used by Pipeline provided that it is generally accepted within the industry.
- 3.14 Pressure Protection. Pressure regulation, pressure override and pressure valve or other pressure or flow limiting devices installed and operated by Pipeline at the measuring station or at or near each interconnection of Pipeline's facilities with facilities of third parties shall only be for the purpose of operation and protection of Pipeline's system, including its measurement equipment. In no event shall Pipeline be responsible for over-pressure protection on Customer's facilities.
- 3.15 Measurement By Third Parties. If any measuring equipment is owned or operated by a party other than Pipeline, such measuring equipment and measurement shall be operated either in a manner consistent with the operator's own tariff or in a manner consistent with the terms of this Section 3.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1013 Original Sheet No. 1013 : Effective

GENERAL TERMS AND CONDITIONS
PRESSURE

4. PRESSURE

- 4.1 Receipt Pressure Obligations. Customer shall Tender or cause to be Tendered Gas to Pipeline at pressures sufficient to enter Pipeline's facilities at such working pressures maintained by Pipeline at the Point of Receipt, unless a minimum or maximum pressure is otherwise agreed to in the executed Service Agreement; provided, however, that such pressure shall not exceed the maximum allowable operating pressure (MAOP) at such Point of Receipt.
- 4.2 Delivery Pressure Obligations. Pipeline shall Deliver Gas hereunder to Customer or for Customer's account at the Point of Delivery at the prevailing line pressure in Pipeline's facilities as such prevailing line pressure may vary from time to time, unless a minimum or maximum pressure is otherwise agreed to in the executed Service Agreement.

GENERAL TERMS AND CONDITIONS
BILLING AND PAYMENTS

5. BILLING AND PAYMENTS

- 5.1 Pipeline shall render bills and imbalance statements on or before the ninth Business Day of each month for all services. Such billing and imbalance statements may be transmitted electronically and shall be calculated consistent with the measurement and rate provisions set forth in this Tariff, and shall include credits as described in Section 4.6 of any Firm Transportation Rate Schedule.
- 5.2 Both Pipeline and Customer shall have the right to examine, at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions of the executed Service Agreement or this Tariff.
- 5.3 When Pipeline is providing service to Customer under more than one Service Agreement or when Pipeline is also Receiving or Delivering Gas for other customers at the same point and no operational balancing agreement is in effect to ensure that scheduled quantities and physically Received or Delivered quantities are equal, then Pipeline shall determine Customer's monthly bill based upon the predetermined allocation that is in effect for such point, or, if no predetermined allocation is in effect, then Pipeline shall prorate any difference between physical quantities and scheduled quantities among all nominations Received or Delivered at such point.
- 5.4 Customer agrees to pay Pipeline for all services provided pursuant to this Tariff by wire transfer of federal funds as directed by Pipeline from time to time in writing to Customer unless Pipeline and Customer mutually agree upon a method of payment other than wire transfer that will result in timely receipt of payment by Pipeline. All payments shall include reference to the related invoice numbers, and are due within ten days of the date Pipeline renders its bill, except when such day is a Saturday, Sunday, or Federal bank holiday, in which case payment is due the following Business Day.
- 5.5 Failure to Make Full Payment.
 - A. If Pipeline fails to receive full payment of any portion of any bill for services hereunder, as herein provided when such amount is due, Pipeline shall charge Interest each month on the unpaid portion of the bill, from the due date until the date that full payment is received by Pipeline. If Customer makes a partial payment it must submit supporting documentation and Pipeline shall apply the partial payment in accordance with the details in the supporting documentation. If Customer's payment differs from the invoiced amount, a detailed description of the remittance must be provided with the payment. The statement of account shall report outstanding balances by invoice.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1015 Original Sheet No. 1015 : Effective

GENERAL TERMS AND CONDITIONS
BILLING AND PAYMENTS

5.5 Failure to Make Full Payment (Cont.)

- B. If Customer fails to pay, Pipeline, in addition to any other remedy it may have hereunder, shall notify Customer in writing of its nonpayment, allowing Customer fifteen (15) days to make payment of any unpaid amount and to provide written assurances satisfactory to Pipeline that such non-payment will not recur. If, after the expiration of the fifteen (15) days, Customer has not yet paid Pipeline or has not provided the required written assurances as required by GT&C Section 6.5, then Pipeline shall be authorized to suspend service. In addition to suspension, Pipeline may terminate Customer's Service Agreement if Customer fails to remedy a delinquency in payment. Any such termination requires thirty (30) days' prior notice to Customer and to the Commission. To avoid termination, Customer must remedy the deficiency within this notice period. Such notice may be provided contemporaneously with the initial notice of nonpayment.
- C. If Customer in good faith shall dispute the amount of any bill or any part thereof, Customer shall provide written notice of its dispute including documentation identifying the basis of dispute and shall either: (1) pay to Pipeline the full amount of such bill, subject to refund under the provisions of GT&C Section 5.6, or (2) pay to Pipeline such amount as it concedes to be correct, and at any time thereafter within ten (10) days of a demand made by Pipeline, shall furnish good and sufficient surety bond from a surety on the U.S. Treasury approved list guaranteeing payment to Pipeline of the amount finally determined to be due. If, under option (2) as set forth in the immediately preceding sentence, Customer, at Pipeline's demand, posts a surety bond and the amount finally determined to be due is that amount that Customer asserted in its written notice of its dispute as being the correct amount due, then Pipeline shall reimburse Customer for the amount of the premium paid for the surety bond obtained by Customer. Upon (1) payment of such bill in full in the manner herein described or (2) the furnishing of such bond by Customer (unless and until default is made in the conditions of such bond), Pipeline shall not be entitled to suspend service pending a final determination of the amount due. If Customer provides notice of its dispute and fails to (1) pay all or any part of such bill or (2) furnish a bond, then Pipeline may take action to suspend service in the manner herein described. A final determination of the amount due may be reached; by agreement between the parties, by arbitration, or by final, non-appealable judgment of a court.
- D. Notwithstanding any remedies that may otherwise be available, Pipeline and Customer may resolve disputes through use of a complaint proceeding at the FERC pursuant to 18 C.F.R Section 385.206.

5.6 Over or Under Charges. If within six months from the date of the initial invoice (and, if necessary, an additional three-month rebuttal period), it shall be found that Customer has been overcharged or undercharged in any form whatsoever under the provisions hereof, and Customer shall have actually paid the bills containing such overcharge or undercharge, then within 30 days after the final determination thereof, as defined in GT&C Section 5.5, Pipeline shall refund the amount of any such overcharge with Interest from the date of payment until the date that full refund is made by Pipeline, and Customer shall pay the amount of any undercharge but without Interest.

5.7 If there is a delay in the rendition of a bill it does not excuse Customer from its obligation to pay for services provided by Pipeline under this Tariff. If rendition of a bill to Customer by Pipeline is delayed after the ninth Business Day of the month, then the time of payment shall be extended accordingly, unless Customer is responsible for such delay.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet No. 1016 Sheet No. 1016 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1017 Original Sheet No. 1017 : Effective

GENERAL TERMS AND CONDITIONS
CREDITWORTHINESS

6. CREDITWORTHINESS

- 6.1 Pipeline shall not be required to provide service under any Rate Schedule to any Customer that fails to meet Pipeline's standards for Creditworthiness as determined by Section 6.2 below. In this regard, upon request by Pipeline, Customer shall provide, within three (3) Business Days, the information requested by Pipeline which may include all or part of the following:
- A. Current audited financial statements (to include a balance sheet, income statement and statement of cash flow), annual reports, most recent filed statements with the Securities and Exchange Commission or such other publicly available information, a list of all corporate affiliates, parent companies and subsidiaries and any reports from credit, reporting, and bond rating agencies that are publicly available. If audited financial statements are not available, then Customer also should provide an attestation by its chief financial officer that the information shown in the unaudited statements is true, correct and a fair representation of Customer's financial condition, such other information mutually agreed to by Customer and Pipeline;
 - B. A bank reference and at least three trade references;
 - C. A written attestation from Customer that it is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditor's committee agreement. An exception can be made for a Customer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that the transportation billing will be paid promptly as cost of administration under the federal court's jurisdiction; and
 - D. A written attestation from Customer that no significant collection lawsuits or judgments are outstanding that would seriously reflect upon the business entity's ability to remain solvent.
 - E. Such other information as may be mutually agreed to by Pipeline and Customer.

6.2__ Evaluation Criteria

- A. Pipeline shall apply consistent evaluation practices to all similarly situated Customers to determine the Customer's financial ability to satisfy the payment obligations due to Pipeline over the term of the requested service agreement. A Customer will be deemed creditworthy if (i) its long-term unsecured debt securities are rated at least BBB by Standard & Poor's Corporation ("S&P") or Baa2 by Moody's Investor Service ("Moody's") and (ii) Customer's short term and long term outlook opinion is Stable or Positive from S&P or Moody's and (iii) the net present value of the sum of reservation fees, utilization fees and any other associated fees, for the contract term is less than 15% of Customer's tangible net worth. As used herein, tangible net worth shall be the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, parent's unamortized loan costs or restructuring costs and other intangible assets. In the event Customer is rated by multiple agencies, the low rating applies. A Customer that is not

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1018 Original Sheet No. 1018 : Effective

GENERAL TERMS AND CONDITIONS
CREDITWORTHINESS

6.2.A Evaluation Criteria (Cont.)

rated by S&P or Moody's may use its parent's rating if a guarantee acceptable to Pipeline is provided. If the Customer has multiple service agreements with Pipeline the total of all such service agreements shall be considered in determining creditworthiness.

- B. If a Customer is determined to be not-creditworthy, upon request by the Customer, Pipeline shall provide the Customer a written explanation of its determination within five (5) days of such determination.

6.3 If Customer has an ongoing business relationship with Pipeline, no uncontested delinquent balances should be outstanding for bills previously rendered by Pipeline and Customer must have paid its past due accounts according to the established terms and only made deductions or withheld payment for claims authorized by the Customer's Service Agreement or this Tariff.

6.4 Customer shall furnish Pipeline at least annually, and at such other time as is requested by Pipeline, updated credit information as specified in GT&C Section 6.1 for the purpose of enabling Pipeline to perform an updated credit appraisal. Pipeline may request such information at any time if Pipeline is not reasonably satisfied with Customer's creditworthiness or ability to pay based on information available to Pipeline at that time. Pipeline may re-evaluate Customer's creditworthiness at any time, including, but not limited to the following circumstances: the insolvency of Customer, the lowering of Customer's credit rating, an adverse change in Customer's payment practices, a reorganization of Customer's business structure, an assignment of Customer's contracts, or a request by Customer for increased service.

6.5 In the event a Customer becomes insolvent or loses its creditworthiness status subsequent to the commencement of service on Pipeline's system. Pipeline will notify Customer via e-mail and facsimile stating that the Customer has lost its creditworthiness status. If Customer is a Replacement Shipper, simultaneous notice will also be sent to the Releasing Shipper via e-mail and facsimile. Within 10 days of such notice, Pipeline will provide the non-creditworthy Customer a detailed written explanation of the reasons for such loss of creditworthiness within 10 days of the Customer's request for such information and provide a recourse for Customer to challenge such determination. Regardless of whether Customer is insolvent, has lost its creditworthiness status or does not desire to continue service with Pipeline, Customer shall continue to be liable for all charges due under its service agreement and associated rate schedule. If the Customer desires to continue service with Pipeline, Pipeline will require the Customer to pay any outstanding balances due Pipeline for services rendered and provide adequate credit assurance in one of the forms set forth below. The credit assurance elected must equal the value of three (3) months of payments under Customer's service agreement(s) with Pipeline, with one (1) months' payment to be provided to Pipeline within five (5) Business Days from the day Pipeline notifies the Customer that Customer has lost its creditworthiness status, and the remainder of the payments, an amount necessary to equal the value of three (3) months of payments, to be provided within thirty (30) days from the day Pipeline notified the Customer that the customer has lost its creditworthiness status. The credit assurance may take one of the following forms, at Customer's election:

Effective Date: 12/16/2005 Status: Effective

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GENERAL TERMS AND CONDITIONS
CREDITWORTHINESS

6.5 Credit assurance forms (Cont.)

- (a) an irrevocable letter of credit to Pipeline, satisfactory to Pipeline, verifying the Customer's creditworthiness;
- (b) an estimate of its transportation requirements in advance and a prepayment in advance for this service on Pipeline's system (which shall be considered as security and not advance payments for services);
- (c) a grant to Pipeline of a security interest in collateral, the value of which is mutually agreed upon by Pipeline and Customer;
- (d) a guarantee by another person or entity which satisfies Pipeline's credit appraisal; or
- (e) other mutually agreeable forms and value of credit assurances.

Unless otherwise agreed, the credit assurances must at all times maintain a value specified above equal to the highest estimated charges during the term of service agreement.

Any prepayment held by Pipeline pursuant to Section 6.5(b) above shall accrue interest at the rate specified in Section 154.501(d) of the Commission's regulations.

If Customer fails to pay any outstanding balances and/or provide the credit assurance within the specified time period, Pipeline may immediately suspend service to Shipper. Without waiver of any rights Pipeline may otherwise have under any and all service agreement with Customer including, but not limited to, the right to sue Customer for unmitigated damages resulting from Customer's breach of contract. Pipeline will not bill Customer for service during the period of suspension of service.

To the extent that Pipeline suspends or terminates the service of a Replacement Customer, Pipeline shall provide simultaneous notice to the Replacement Customer and Releasing Customer via e-mail and facsimile.

- 6.6 Termination.
In the event such Customer fails to furnish security under GT&C Section 6.5, Pipeline may, upon 30 days prior written notice to the Customer and the Commission, terminate service. In no event will a service agreement be terminated with less than 30 days notice. Termination of the Service Agreement pursuant to this Section shall not waive any other rights or remedies Pipeline may have.
- 6.7 Revaluation.
Customer shall have the right to request that its credit status be reevaluated by Pipeline at any time. Within five (5) Business Days of such request, Pipeline shall provide a written response to Customer. If, as a result of the reevaluation, the security requirements are terminated and the Customer previously had provided Pipeline a prepayment as collateral, Pipeline will refund the prepayment amount and any interest on the prepayment to Customer within five (5) Business Days.
- 6.8 Bankruptcy Code.
Pipeline may not take any action under this Section 6 which conflicts with any order of the U.S. Bankruptcy Court.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

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Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1022 Original Sheet No. 1022 : Effective

GENERAL TERMS AND CONDITIONS
POSSESSION OF GAS

7. POSSESSION OF GAS

- 7.1 As between Pipeline and Customer, Customer shall be deemed to control and possess Gas prior to Receipt and after Delivery. Subject to the provisions of GT&C Section 28.3.A, Pipeline shall have no responsibility on account of anything that may be done, happen or arise with respect to Gas either before its Receipt, or after its Delivery.
- 7.2 As between Pipeline and Customer, Pipeline shall be deemed to control and possess Gas upon Receipt, until such Gas is Delivered and Pipeline shall indemnify and hold Customer harmless from any damage or injuries caused thereby, except for loss of Gas or damages and injuries caused by the sole negligence of Customer.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1023 Original Sheet No. 1023 : Effective

GENERAL TERMS AND CONDITIONS
WARRANTY OF TITLE

8. WARRANTY OF TITLE

- 8.1 Customer warrants that Customer or its principal will at the time of Receipt have good and merchantable title to or good right to Tender Gas, free and clear of all liens, encumbrances and claims whatsoever.
- 8.2 If Pipeline learns that Customer's title or right to Tender Gas is subject to a claim or legal action, Customer shall not qualify for, and shall be ineligible to continue to receive, service until such time as Customer has the title or right to Tender Gas; provided, however, Pipeline shall allow Customer to qualify for or continue receiving service under this Tariff if Customer furnishes a bond satisfactory to Pipeline or otherwise satisfies Pipeline of its right to Tender. Title to the Gas Received by Pipeline shall not pass to Pipeline except that title to Gas retained in kind by Pipeline as Customer's Transportation Fuel Retention Percentage shall pass to Pipeline at the Point(s) of Receipt.

Effective Date: 12/16/2005 Status: Effective
FERC Docket: CP05- 77-001

Original Sheet No. 1024 Original Sheet No. 1024 : Effective

GENERAL TERMS AND CONDITIONS
FORCE MAJEURE LIMITATION ON OBLIGATION TO PROVIDE SERVICE

9. FORCE MAJEURE LIMITATION ON OBLIGATION TO PROVIDE SERVICE

- 9.1 In the event of either party being rendered unable in whole or in part by a Force Majeure Event to carry out its obligations, other than the obligation to make payment of amounts accrued and due hereunder at the time thereof, it is agreed that on such party's giving notice and full particulars of such Force Majeure to the other party by written notice, electronic transmission, telephone, Pipeline's information system, or other means, within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch. Neither party shall be liable in damages to the other for any act, omission, or circumstances occasioned by or in consequence of Force Majeure. Provided, however, the party claiming the existence of Force Majeure shall use all reasonable efforts to remedy any situation that may interfere with the performance of its obligations hereunder, and the existence of Force Majeure shall not relieve a party from its obligations to make payments as then due or becoming due under a Service Agreement, including the obligation to pay reservation or other fixed charges during the period of Force Majeure, except as provided in GT&C Section 10.
- 9.2 The term "Force Majeure Event" as employed herein shall include, but not be limited to, acts of God, strikes (the settlement of which shall be at the discretion of the affected party's management), lockouts or other industrial disturbances, acts of the public enemy, acts of terrorism, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, inclement weather that necessitates extraordinary measures and expense to maintain operations, priority limitation or restraining orders of any kind of the government of the United States or a State or of any civil or military entity, acts of civil disobedience, civil or military disturbances, explosions, breakage, accidents or repairs to machinery or lines or pipe, freezing of wells or lines or pipe, inability to obtain or unavoidable delay in obtaining material and equipment, and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension. A Force Majeure Event shall not include a lack of finances.

GENERAL TERMS AND CONDITIONS
CURTAILMENT AND INTERRUPTION

10. CURTAILMENT AND INTERRUPTION

10.1 If, due to Force Majeure conditions, as defined in GT&C Section 9.2, or due to necessary but unplanned modifications, tests or repairs to Pipeline's system, Pipeline is unable to Receive or Deliver Gas or customers are unable to Tender or Take Gas at scheduled points, then Pipeline, upon providing as much notice to Customers as is reasonable under all of the circumstances, shall have the right to order immediate reduction of its customers' transportation entitlements to the extent necessary depending upon the type and location of the occurrence. Reduction of service under this Section 10 shall not be permitted for routine maintenance during normal periods of peak demand, where such maintenance was required due to Pipeline's gross negligence, undue discrimination, or willful misconduct.

10.2 Reductions of service under this Section 10 shall be performed in accordance with the following procedures:

A. In cases where Pipeline's ability to Receive, transport, or Deliver is affected, Pipeline shall first order interruption or, where sufficient transportation supplies are available, allocation of transportation quantities to customers based upon scheduled nominations, in the following order:

- (1) Scheduled service pursuant to GT&C Section 13.3.G.
- (2) Scheduled service pursuant to GT&C Section 13.3.F.
- (3) Scheduled service under all Firm Transportation Service Agreements pursuant to GT&C Section 13.3.A, through E.

In the event that sufficient capacity is available to provide partial service in any of the above curtailment categories, then Pipeline shall allocate available capacity within each curtailment category on a pro rata basis.

B. Where Pipeline's ability to render service is impaired in a particular segment of Pipeline's system, then interruption or allocation shall be imposed only in that segment of Pipeline's system where its capability has been impaired.

C. In the event of an allocation under GT&C Section 10.2.A, each Customer's allocated entitlement shall be utilized for purposes of calculating unauthorized overruns in accordance with GT&C Section 37.2. Pipeline shall provide Customer notice of such reduced contract quantity entitlement by telephone, facsimile, or e-mail. Such notice shall be confirmed in writing as soon as reasonably possible.

D. In cases where Customer is unable to Tender Gas, Customer's entitlement shall be reduced to the quantity Tendered, as independently verified and confirmed by Pipeline based on the best information available to Pipeline. If, however, Pipeline is unable to determine which customers are responsible for deficient Tenders at a particular Point of Receipt, Pipeline shall reduce the entitlement of all customers Tendering Gas at such point on a pro-rata basis based upon daily nominations. In the event of an occurrence under this Section 10.2.D, each Customer's reduced entitlement shall be utilized for purposes of the overrun provisions of GT&C Section 37.2.

10.3 Reverse Path Transactions. Reverse Path transportation service scheduled by Customer pursuant to Section 5.2.A of any Firm Transportation Rate Schedule shall be reduced or interrupted on a case-by-case basis on a not unduly discriminatory basis depending upon Pipeline's system operations.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1026 Original Sheet No. 1026 : Effective

GENERAL TERMS AND CONDITIONS
CURTAILMENT AND INTERRUPTION

- 10.4 Reservation Charge Adjustment. Except as provided in GT&C Section 10.5, in the event Pipeline fails to Deliver on any Gas Day at least 95 percent of the quantity of Gas scheduled at Primary Delivery Points up to the MDTQ for any of the reasons set forth in GT&C Section 10.1, the Reservation Charge shall be decreased by an amount equal to the Reservation Charge on a 100 percent load factor basis multiplied by the lesser of the quantity requested and not Delivered, or the MDTQ. The 100 percent load factor Reservation Charge shall be adjusted on a proportionate basis in the case of an executed service agreement containing a negotiated Reservation Charge. If, however, Pipeline and Customer mutually agree, Pipeline may allow Customer to transport make-up Gas within an agreed-upon period of time, in which event Pipeline shall be relieved of its obligation to provide a Reservation Charge Adjustment.
- 10.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to GT&C Section 10.4, when Pipeline's failure to Deliver at least 95 percent of the quantity of Gas scheduled at Primary Delivery Points:
- A. is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery; or,
 - B. is the result of Pipeline having an Operational Flow Order in effect on such Gas Day; or,
 - C. is the result of Pipeline performing repair or maintenance of its facilities in a time required by the applicable regulatory authority; or,
 - D. occurs either (1) within ten days following a Force Majeure Event as contemplated by GT&C Section 9 or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the Force Majeure Event, whichever occurs first.
- 10.6 Curtailment Compliance. Without regard to any other remedy provided by law or by the provisions hereof, Pipeline shall be entitled to seek an order from the Commission or any other appropriate court or governmental agency requiring compliance with curtailment or interruption ordered by Pipeline in compliance with this Section 10 or any directive from any governmental authority having jurisdiction in the premises.
- 10.7 Situation Reports and Notices:
- A. Pipeline shall provide Customer with notice of curtailment or interruption pursuant to this Section 10 using the procedures described in GT&C Section 18.1.D.2.
 - B. Customer shall have the responsibility to inform its suppliers, other transporters and all others involved in the transaction, as to any curtailment or interruption.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1027 Original Sheet No. 1027 : Effective

GENERAL TERMS AND CONDITIONS
CURTAILMENT AND INTERRUPTION

- 10.8 Routine Maintenance. Pipeline shall have the right to interrupt, or discontinue service in whole or in part on all or a portion of its system from time to time to perform routine repair and maintenance on Pipeline's system as necessary to maintain the operational capability on Pipeline's system or to comply with applicable regulatory requirements. Pipeline shall exercise due diligence to schedule routine repair and maintenance so as to minimize disruptions of service to customers and shall provide reasonable notice of the same. In any such disruption, quantities of Gas deliverable on a firm basis shall take priority over quantities of Gas deliverable by Pipeline to Customer on an interruptible basis. Customer is entitled to receive a Reservation Charge Adjustment, as provided for in GT&C Section 10.4, for any reduction in service.
- A. No later than each March 31, Pipeline shall provide a projection of routine maintenance scheduled for the upcoming year, from April 1 through March 31. Pipeline may in good faith modify the projected schedule in any manner, at any time, and will provide notice of any such change in the schedule as soon as possible. Pipeline will have no liability if actual maintenance does not conform to the projected annual schedule.
- B. By the 20th of each month, Pipeline shall provide a schedule of maintenance for the next month, by posting it on the Website. Such notice shall include an estimate of the duration of the maintenance. Pipeline shall have no liability if it must modify the schedule or perform additional unscheduled maintenance during the month.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1028 Original Sheet No. 1028 : Effective

GENERAL TERMS AND CONDITIONS
REQUESTING AND CONTRACTING FOR SERVICE

11. REQUESTING AND CONTRACTING FOR SERVICE

11.1 Requests For Firm or Interruptible Transportation.

- A. All potential Customers requesting new transportation under any applicable Rate Schedule contained in this Tariff must make a valid request for such service pursuant to the terms of this Section 11, and/or GT&C Sections 25 or 26, or enter into a Precedent Agreement with Pipeline for service on expansion facilities.
- B. The following requests by Customer shall be deemed "new transportation service":
 - 1. Requests for Pipeline to commence transportation service for Customer under any Firm Transportation Rate Schedule or Interruptible Transportation Rate Schedule.
 - 2. Requests for an increase in Customer's MDTQ, or its MDRO or MDDO at any point.
 - 3. Requests by Customer to add a new or change a Primary Point of Receipt or Delivery under an existing Firm Transportation Service Agreement, or to increase its entitlement at any such point.
 - 4. Requests by Customer to extend or renew a Service Agreement not eligible for a right of first refusal (ROFR) as described in GT&C Section 25 that has or will expire and terminate by its own terms.
- C. The following requests shall not be deemed "new transportation service":
 - 1. Requests by Customer to extend the term of a Service Agreement that contains an "evergreen clause" or that otherwise provides for automatic renewal or extension of service, or that is eligible for ROFR protections as described in GT&C Section 25.
 - 2. Requests by Customer to amend its Service Agreement in respects not identified in GT&C Section 11.1.B.
- D. A valid request for transportation service shall include the following information:
 - 1. The name, address, and telephone number of the Person requesting service and the Person to contact for additional information;
 - 2. The type of service requested, whether firm or interruptible;
 - 3. The facilities, as identified in the Preliminary Statement, on which service is requested;
 - 4. The requested MDTQ;
 - 5. The Primary Point(s) of Receipt into Pipeline's system, stated with such specificity that Pipeline may identify them, and the maximum daily quantities at each such point (the sum of which may not exceed the requested MDTQ unless Pipeline otherwise agrees); scheduled maintenance during the month.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1029 Original Sheet No. 1029 : Effective

GENERAL TERMS AND CONDITIONS
REQUESTING AND CONTRACTING FOR SERVICE

11.1.D. Requests For Firm or Interruptible Transportation (Cont.)

6. The Primary Point(s) of Delivery from Pipeline's system, stated with such specificity that Pipeline may identify them, and the maximum daily quantity at each such point (the sum of which may not exceed the requested MDTQ unless Pipeline otherwise agrees);
 7. The requested Capacity Path;
 8. The dates that service is requested to commence and terminate;
 9. Certification by the Person requesting service that it or its principal will have title to, or good right to Tender Gas to Pipeline for service and that all necessary arrangements on upstream and/or downstream transporters will be made;
 10. The specific affiliation of the Person requesting service with Pipeline, and the extent of Pipeline's affiliation, if any, with the Person to be provided service;
 11. The identity of the Person requesting service, including whether such Person is a local distribution company, interstate pipeline, intrastate pipeline, end-user, producer, or marketer; and
 12. Whether the Person requesting service authorizes Pipeline to consider its request as a binding offer to contract pursuant to GT&C Sections 25 and/or 26, in the event that firm capacity becomes available, and the term and rate to be applied in considering such offer.
- E. Valid requests for service shall be made by submitting to Pipeline a fully completed request for service form as published on the Website and by otherwise complying with all of the provisions of this Section 11. The completed request for service shall be forwarded to Pipeline through the Website or such other method approved by Pipeline. All valid requests for transportation service under Rate Schedules in Pipeline's Tariff shall be logged, in the order received, in a firm-service queue maintained in Pipeline's main office, open to public inspection.
- F. Points of Receipt and Delivery
1. Requests for interruptible transportation service shall be deemed to include those Points of Receipt and Delivery specified on the most current master point list applicable to the Rate Schedule for Customer's service unless otherwise mutually agreed.
 2. In reviewing requests for firm transportation service, Pipeline shall evaluate the capacity available at all requested Primary Points and on the Capacity Path before executing a Service Agreement for the service requested. If Pipeline determines that capacity does not exist at one or more of the Primary Points or on the Capacity Path sought by Customer, Pipeline may deny or recommend modifications to Customer's request.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

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GENERAL TERMS AND CONDITIONS
REQUESTING AND CONTRACTING FOR SERVICE

11.1 Requests For Firm or Interruptible Transportation (Cont.)

- G. Customer's Service Agreement shall not be altered by any request by Customer for new service under this Section until such request is approved by Pipeline and a new Service Agreement or Exhibit A to the Service Agreement is executed by both Customer and Pipeline.

11.2 Contracting for Service

- A. Upon approval of a valid request for interruptible service, Pipeline shall offer the requesting Customer a contract for service that conforms to the Form of Service Agreement contained in Pipeline's Tariff. Customer shall execute the Service Agreement and return it to Pipeline within ten Business Days from the date Pipeline sends the Service Agreement to Customer. If Customer fails to return an executed Service Agreement within the deadline, Pipeline's offer shall be withdrawn, and Customer's request shall be deemed denied.
- B. Requests for firm service shall be processed in accordance with GT&C Sections 25 and/or 26, including the provisions of GT&C Section 26.3 regarding pre-arranged deals and Contingent Service Agreements.

11.3 A Customer request to add a new Primary Point or change an existing Primary Point under a firm Service Agreement may not affect the priority of existing customers using such point as a Primary Point. Pipeline shall be entitled to reasonably reserve point capacity associated with unsold segment capacity. Therefore, Pipeline shall not be obligated to add a new Primary Point or change an existing Primary Point if such point is associated with unsold segment capacity. A Customer may add or change a Primary Point only if it has Capacity Path rights on the adjacent segment of capacity.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet No. 1031 Sheet No. 1031 : Effective

Reserved For Future Use

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1032 Original Sheet No. 1032 : Effective

GENERAL TERMS AND CONDITIONS
NOMINATION AND CONFIRMATION OF RECEIPTS AND DELIVERIES

12. NOMINATION AND CONFIRMATION OF RECEIPTS AND DELIVERIES

12.1 Customer shall nominate the total daily quantities to be Received and Delivered under each Service Agreement, at the Points of Receipt and Delivery available to Customer under the terms of this Tariff.

A. All nominations shall include Customer-defined begin dates and end dates. All nominations excluding intra-day nominations shall have roll-over options. Specifically, Customers may nominate for several Gas Days, Months, or years, provided the nomination begin and end dates are within the term of Customer's Service Agreement. Overrun quantities must be requested in a separate transaction. Nominations have prospective effect only.

B. All nominations are considered original nominations, and must be replaced to be changed. When a nomination for a date range is received, such nomination is considered an original nomination for each Gas Day within that range. When a subsequent nomination is received for one or more Gas Days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the Gas Days specified. The Gas Days of the previous nomination outside the range of the subsequent nomination are unaffected.

C. Unless notified through the Website of a later nomination deadline, whether Customer's or a third party's electronic communication mechanism is used, and except for intra-day nominations permitted by GT&C Section 12.12, timely nominations must leave control of the nominating party at or before 11:30 a.m. CCT on the day prior to Gas flow. Pipeline must receive such nominations at or before 11:45 a.m. CCT; Pipeline will provide indication of its receipt of such nomination by noon CCT (for nominations submitted by facsimile, the facsimile transmittal confirmation will serve as Pipeline's quick response); Pipeline will receive completed confirmation from upstream and downstream connected parties by 3:30 p.m. CCT; and, Pipeline will provide to Customer scheduled quantity data, including available scheduled intra-day nominations and known scheduling changes, through a report that will be issued by 4:30 p.m. CCT.

12.2 Prior to scheduling service, Pipeline must confirm all nominations with both the upstream and downstream entities that are responsible for accounting for and/or handling the Gas prior to Receipt and after Delivery, respectively. Pipeline and the upstream or downstream connecting party, and not Customer, shall be responsible for initiating confirmations.

12.3 In the event that Pipeline is unable to confirm Customer's nomination, Pipeline shall reduce it to the level, if any, that is confirmed. Pipeline shall not be obligated to Receive or Deliver quantities of Gas in excess of the lowest level of confirmed quantities at either the Point of Receipt or Point of Delivery.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1033 Original Sheet No. 1033 : Effective

GENERAL TERMS AND CONDITIONS
NOMINATION AND CONFIRMATION OF RECEIPTS AND DELIVERIES

- 12.4 Customer's nominations are subject to the scheduling provisions of GT&C Section 13. Unless otherwise specifically agreed to by Pipeline and Customer, Pipeline shall not accept any nomination to the extent that it is inconsistent with Customer's Service Agreement or if the quantities nominated exceed Customer's entitlement under that Service Agreement; provided, however, that any excess nominations under a firm Service Agreement may be corrected by Customer if time permits prior to Pipeline's scheduling of its system pursuant to GT&C Section 13.
- 12.5 Pipeline is not required to schedule any Receipts or Deliveries until it has received:
- A. an executed Service Agreement from Customer; and
 - B. an accurate, complete, and valid nomination.
- 12.6 Each Customer is solely responsible for the accuracy of its nominations; Pipeline makes no representation or guarantee that nominations are correct.
- 12.7 Customer's nomination, submitted in accordance with Pipeline's Tariff, shall represent the maximum quantity of Gas eligible for service by Pipeline during the period for which the nomination was submitted or until Customer submits a new nomination, subject to:
- A. confirmation by both the upstream and downstream entities;
 - B. Pipeline adjustment for scheduling and allocation purposes, as provided in GT&C Sections 13 and 14; and
 - C. the curtailment provisions of GT&C Section 10.
- 12.8 Subject to the conditions listed below in GT&C Section 12.9 through 12.12, an intra-day nomination may be used to request an increase or decrease in total flow or to change Points of Receipt or Delivery, within Customer's entitlements under the applicable Service Agreement and Rate Schedule.
- 12.9 An intra-day nomination submitted to Pipeline shall take effect as indicated below, and shall run through the end of the affected Gas Day only.

GENERAL TERMS AND CONDITIONS
NOMINATION AND CONFIRMATION OF RECEIPTS AND DELIVERIES

12.10 An intra-day nomination must be based on a daily quantity within Customer's available contract entitlement and must reflect a quantity:

A. not less than the quantity of Gas that will have already flowed for the Gas Day as of the time that the intra-day nomination becomes effective, and

B. not more than

1. the quantity of Gas that Customer nominated during each of the previous nomination cycles on that Gas Day (each of which is expressed on a daily basis) divided by 24 and multiplied by the number of hours that each such nomination cycle was or will be in effect as of the time that the intra-day nomination becomes effective, plus

2. the MDTQ divided by 24 and multiplied by the number of hours remaining from the time that the nomination becomes effective to the end of the Gas Day.

12.11 For communications outside the Business Day, Pipeline shall post contact information on its Website at all times.

12.12 Customers may submit nominations as follows:

A. The Timely Nomination Cycle: 11:30 am for nominations leaving control of the nominating party; 11:45 am for receipt of nominations by the transporter including from Title Transfer Tracking Service Providers (TTTSPs); noon to send Quick Response; 3:30 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 4:30 pm for receipt of scheduled quantities by shipper and point operator (central clock time on the Day prior to flow).

B. The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by the transporter including from TTTSPs; 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 10:00 pm for Transportation Service Provider to provide quantities to affected shippers and point operators, and to provide scheduled quantities to parties (notice to bumped parties), (central clock time on the Day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped should be effective at 9:00 am on Gas Day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 am on Gas Day.

C. The Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by the transporter including from TTTSPs; 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 2:00 pm for Transportation Service Provider to provide quantities to affected shippers and point operators, and to provide scheduled quantities to

bumped parties (notice to bumped parties), (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 pm on Gas Day.

D. The Intraday 2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by the transporter including from TTTSPs; 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by transporter from upstream and downstream connected parties; 9:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators (central clock time on the Gas Day). Gas Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 pm on Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

12.13 For purposes of GT&C Section 12.12, "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 1035 - 1036 Sheet Nos. 1035 - 1036 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1037 Original Sheet No. 1037 : Effective

GENERAL TERMS AND CONDITIONS
SCHEDULING AND SCHEDULING PRIORITIES

13. SCHEDULING AND SCHEDULING PRIORITIES

- 13.1 Service is deemed scheduled after (1) Customer submits a nomination in accordance with GT&C Section 12; (2) Pipeline confirms the nominated Receipt and Delivery; (3) Pipeline applies the priorities set forth in GT&C Sections 13.2, 13.3 and 13.4; and (4) Pipeline informs Customer via the Website. Unless and until Gas is scheduled, Pipeline shall have no obligation to Receive or Deliver Gas.
- 13.2 MDTQ Entitlement Limitation applicable to a family of Service Agreements. After Pipeline confirms, and, if necessary, reduces Customer's nomination pursuant to GT&C Section 12.3, Pipeline shall further reduce such nomination to the extent the combined nominations of Releasing Customers and Replacement Customers on any segment exceed the entitlement of the original firm capacity holder. To determine the total quantities nominated on any segment, nominations for forward haul service shall be added to nominations for Reverse Path service. If excess quantities are nominated in any segment, customers that have Capacity Path rights in that segment shall receive the highest priority under this GT&C Section 13.2 and other nominations for firm service shall be reduced on a pro rata basis.
- 13.3 Point Priorities. After any adjustments to Customer nominations based upon service priorities on segments as described in GT&C Section 13.4, Pipeline shall schedule remaining nominations for Gas flow through each Point of Receipt and Delivery in the following order:
- A. Among customers nominating firm service within their Primary Point entitlements.
 - B. Among customers nominating firm service at points within their Capacity Path entitlements, provided however, when nominations exceed available capacity at any point, Pipeline shall pro rate such capacity among customers nominating firm service within their Capacity Path entitlements based upon quantities actually nominated by such customers.
 - C. Among customers nominating Receipts or Deliveries within their contract MDTQ at a Primary Point for the purpose of resolving imbalances under Firm Transportation Service Agreements.
 - D. Among customers nominating firm service at points outside of their Capacity Path entitlements, provided however, when nominations exceed available capacity at any point, Pipeline shall pro rate such capacity among customers nominating firm service outside of their Capacity Path entitlements based upon quantities actually nominated by such customers.
 - E. Among customers nominating Receipts or Deliveries within their contract MDTQ at an alternate point for the purpose of resolving imbalances under Firm Transportation Service Agreements.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1038 Original Sheet No. 1038 : Effective

GENERAL TERMS AND CONDITIONS
SCHEDULING AND SCHEDULING PRIORITIES

13.3 Point Priorities. (Cont.)

- F. Among customers nominating interruptible service, including authorized overrun quantities under Firm Transportation Rate Schedules, starting with the Customer agreeing to pay the highest rate; provided that a Customer with an agreement to pay less than the maximum rate may request Pipeline at the time of its nomination to automatically increase its rate as necessary to preserve the highest priority in the category. When nominations for interruptible service at the same rate, including authorized overrun quantities under Firm Transportation Rate Schedules, exceed available capacity at the point, Pipeline shall adjust nominations pro rata among any customers that are paying the same rate per Dt, based on each customer's nominated quantities remaining for service at the point.
- G. Among customers nominating Receipts or Deliveries under Interruptible Transportation Service Agreements and authorized overrun quantities nominated under Firm Transportation Rate Schedules for the purpose of resolving imbalances.

13.4 Segment Priorities. After any adjustments to Customer nominations for the MDTQ limitation described in GT&C Section 13.2, Pipeline shall schedule remaining nominations for Gas flow through each segment of its system in the following order:

- A. Among customers requesting firm service using the segment and it is within their Capacity Path entitlements.
- B. Among customers requesting firm service using the segment and it is outside of their Capacity Path entitlements, provided however, when such nominations exceed the available capacity on the segment, Pipeline shall pro rate such capacity among Customers nominating firm service outside of their Capacity Path entitlements on the segment based upon the quantities actually nominated by such customers.
- C. Among customers nominating interruptible service using the segment, including authorized overrun quantities under Firm Transportation Rate Schedules, starting with the customer agreeing to pay the highest rate; provided however, that a customer taking service pursuant to an agreement requiring the payment of less than the maximum rate may request Pipeline at the time of its nomination to automatically increase its rate as necessary to preserve to Customer the highest level in the sequence. When nominations for interruptible service at the same rate, including authorized overrun quantities under Firm Transportation Rate Schedules, exceed available capacity on the segment, Pipeline shall adjust such nominations pro rata among any customers that are paying an equivalent rate per Dt, based on each customer's nominated quantities remaining for service using that segment.
- D. In prioritizing nominations on each segment of Pipeline's system, Pipeline shall give Reverse Path transportation nominations secondary priority for purposes of this GT&C Section 13.3 and Pipeline shall net Reverse Path nomination against nominations for forward haul service in determining available segment capacity, unless Pipeline has reason to believe that the Reverse Path transportation service will not be performed on a continuous basis throughout the Gas Day.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1039 Original Sheet No. 1039 : Effective

GENERAL TERMS AND CONDITIONS
SCHEDULING AND SCHEDULING PRIORITIES

- 13.5 Customer shall be responsible for monitoring information provided by Pipeline in accordance with GT&C Section 12 and this Section 13, to determine whether its nominations have been confirmed and scheduled. After nominations have been confirmed and scheduled, if Pipeline is informed of a change that affects Customer's scheduled quantities, Pipeline will post such change on its Website. Customer will be solely responsible for making alterations in Customer's supply and transportation arrangements, which may be necessary as a result of such changes in Customer's service.
- 13.6 Bumping Scheduled Service.
During Evening and Intra-Day 1 nomination cycles, a firm transportation Customer may nominate and bump quantities of Gas scheduled by any Interruptible Transmission Customer, upon compliance with all other requirements of the scheduling provisions of this Tariff. Affected customers shall be notified of reductions, and whether penalties will apply on the Gas Day that volumes are reduced, using the same procedures described in GT&C Section 18.1.D.2. Bumping is not allowed during the intra-day nomination 2 cycle.
- 13.7 If, on any Gas Day, Pipeline finds that the capacity of its system, or any portion thereof, is insufficient to Deliver all quantities scheduled, or to accept the quantities Tendered, capacity shall be allocated in the same order of Pipeline's scheduling queue, which is provided in GT&C Sections 13.2, 13.3, and 13.4. Scheduled quantities shall also be subject to the provisions of GT&C Section 10.
- 13.8 If, after the commencement of service, Pipeline determines that inadequate Gas quantities are being Tendered or Taken, Pipeline shall immediately notify Customer and may suspend Deliveries or Receipts to Customers, as appropriate to the extent necessary to bring Customer into balance.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1040 Original Sheet No. 1040 : Effective

GENERAL TERMS AND CONDITIONS
ALLOCATION OF RECEIPTS AND DELIVERIES

14. ALLOCATION OF RECEIPTS AND DELIVERIES

- 14.1 Unless Gas is to be Received and Delivered at points of interconnection with other pipelines, where Pipeline shall determine the flow of Gas in accordance with Operational Balancing Agreements (OBAs), Pipeline shall determine the flow of Gas in accordance with the provisions of a predetermined allocation (PDA).
- 14.2 The PDA for any Point of Receipt or Delivery shall be entered into by Pipeline and the upstream or downstream party. The upstream or downstream party must provide Pipeline a PDA before the start of the Gas Day.
- 14.3 Where a PDA applies, only one PDA methodology is to be applied each Month for each point. If an upstream or downstream party fails to submit a PDA on a timely basis, Pipeline shall use a pro rata allocation method to determine allocated quantities.
- 14.4 Pipeline shall determine allocated Receipts or Deliveries of the Customer or customers designated by the PDA at any Point of Receipt or Delivery based upon the specific terms of the PDA and the measured quantities. Any quantities allocated to a customer pursuant to a PDA or the terms of this Section 14 shall be subject to the imbalance provisions of this Tariff.
- 14.5 Absent deliberate omission or misrepresentation or mutual mistake of fact, the time limit for disputes of allocations shall be six months from the production month, with a three-month rebuttal period; provided, however, that parties' statutory or contractual rights shall not be diminished by this Section 14.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1041 Original Sheet No. 1041 : Effective

GENERAL TERMS AND CONDITIONS
CAPACITY RELEASE

15. CAPACITY RELEASE

15.1 Availability.

- A. This Section 15 is available to Pipeline's Firm Transportation Rate Schedules Customers (Releasing Customers), authorized by Part 284 of the Commission's Regulations.
- B. Customer may release capacity under this Section 15 only to the extent that it pays a reservation charge for such entitlements.
- C. Eligible Bidders.
 - 1. Any party desiring to submit a bid under this Section must first pre-qualify by demonstrating that it meets the creditworthiness standards of GT&C Section 6. Upon a Releasing Customer's request Pipeline will waive this pre-qualification requirement on a non-discriminatory basis. Depending on whether the Releasing Customer waives the requirement, the following conditions apply:
 - a. In the event that the requirement for pre-qualification applies, Replacement Customer must satisfy the creditworthiness provisions, including the posting of collateral, prior to the awarding of the bid. All collateral posted must include the necessary instructions for Pipeline to effectuate the release of the collateral, as provided in Section 15.3.G, below. For cash collateral, bidders must provide all information necessary for Pipeline to return cash collateral by wire transfer. For non-cash collateral, bidders must provide all information necessary for Pipeline to return relevant documents via overnight delivery.
 - b. In the event Releasing Customer waives the pre-qualification requirement for a Replacement Customer that does not meet the creditworthiness standards of GT&C Section 6, Releasing Customer shall either:
 - (i) Require Replacement Customer to satisfy the creditworthiness provisions, including posting of collateral, prior to service being provided to Replacement Customer, or
 - (ii) Prior to the commencement of service to Replacement Customer, assume liability for the usage charges or post a bond or other form of credit assurance for the usage charges with respect to the capacity being released by Releasing Customer either for the entire duration of the release or until such time as Replacement Customer satisfies the collateral requirements.
 - 2. Notwithstanding the creditworthiness provisions of GT&C Section, 6, in no event shall Pipeline require collateral to be posted based on a period corresponding to a time period longer than the duration of the release.
 - 3. An agent may be used to bid for capacity; however, a potential bidder who desires to act as agent must disclose the identity of its principal on whose behalf it will participate under this Section, and provide proof of its authority to act on behalf of its principal.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1042 Original Sheet No. 1042 : Effective

GENERAL TERMS AND CONDITIONS
CAPACITY RELEASE

15.1 Availability. (Cont.)

4. Upon satisfying the above conditions, a potential bidder must enter into a Service Agreement in the Form of Service Agreement applicable to capacity release as contained in this Tariff.
5. Upon prequalification and execution of a Capacity Release Shell Agreement, the bidder will be on Pipeline's approved bidder list, and will be eligible to post bids on the Website. A bidder will remain on Pipeline's approved bidder list until such bidder: (1) notifies Pipeline to the contrary, (2) in Pipeline's sole judgment, no longer meets the credit qualifications of GT&C Section 6, or (3) is suspended for failure to pay part or all of the amount of any bill for service from Pipeline. Bids will legally bind the bidder to the terms of the bid if Pipeline chooses such bid as the best bid, as provided in GT&C Section 15.3.
6. Pipeline's affiliates may bid for capacity on equal terms with all other Customers.
- D. No bidder shall have any specific right to capacity on Pipeline's system until Pipeline has executed the Bid Agreement, as set forth in GT&C Section 15.4.

15.2 Bidding Procedure.

- A. Releasing Customer will post complete release information on the Website, in the most current form of Release Notice. Releasing Customer may prebuild an offer and delay its actual posting.
- B. If all information provided by parties to the transaction is valid and Replacement Customer has met the requirements described in Section 15.1.C.1 before its bid is posted, then the following timeline will apply to a transaction under this Section 15.
 1. For biddable releases of a term less than one year:
 - a. Offers must be posted by 12 p.m. CCT on the day nominations are due or on the day Gas is flowing;
 - b. The open season ends at 1 p.m. CCT on the day nominations are due or on the day Gas is flowing;
 - c. During the evaluation period from 1 p.m. CCT until 2 p.m. CCT, Pipeline must determine the best bid or bids, break any ties, and communicate the match or award to each matching or winning bidder, and the Releasing Customer and/or the potential Replacement Customer must eliminate any contingencies;
 - d. Any potential Replacement Customer that is required to match a competing bid must communicate its response to Pipeline by 2:30 p.m. CCT;
 - e. Pipeline posts all awards no later than 3 p.m. CCT;
 - f. For a non-match award, Pipeline shall issue a contract and a contract number no later than 3 p.m. CCT;
 - g. For a match award, Pipeline shall issue a contract and contract number no later than 4 p.m. CCT.

GENERAL TERMS AND CONDITIONS
 CAPACITY RELEASE

15.2 Bidding Procedure (Cont.)

- h. The Replacement Customer may begin nominating service at the next available nomination cycle for the effective date of the contract.

2. This table recaps the timeline of GT&C Section 15.2.B.1:

	Biddable Release Term< One Year
Offers Posted	noon CCT
Open Season Ends	1 p.m. CCT
Award Or Match Posted	2 p.m. CCT
Non-match Award Contract Number	3 p.m. CCT
Match Response	2:30 p.m. CCT
Award Posted	3 p.m. CCT
Match Award Contract Number	4 p.m. CCT
Nomination Possible	Timely, Evening, Intra-Day 1, or Intra-Day 2
Gas Flow	9 a.m. CCT Next Gas Day; or 5 p.m. CCT or 9 p.m. CCT Current Gas Day

3. For biddable releases of a term greater than or equal to one year the same timeline described in GT&C Section 15.2.B.1 shall apply, except offers must be posted: (i) by 12 p.m. CCT, at least four Business Days before the award is made for timely, late, or Intra- Day 1, or Intra-Day 2 nominations.
4. For any prearranged deals not subject to bid, Releasing Customer must post the deal with effective date and time, and Replacement Customer must post its bid, prior to the start of the chosen nomination cycle deadline for the offer begin date. Upon Replacement Customer's posting of the bid, Pipeline will issue a contract and contract number in a manner that will allow the Replacement Customer to submit a nomination by the chosen nomination cycle deadline.
- C. The provisions of the posted notice of a release, including all criteria to be considered in the evaluation of competing offers, and any applicable recall provisions, must be objective, nondiscriminatory, and applicable to all bidders.
1. Such conditions may include contract quantity, duration and price; however, the Releasing Customer is not required to specify a minimum acceptable quantity, duration or price.
2. Releasing Customer cannot tie bidders to other compensation, which is not related to the release transaction, unless otherwise provided by the Commission's regulations.
3. Such conditions may not conflict with the Pipeline's Tariff or the Commission's regulations, but may add provisions that are specific to the release transaction.

Effective Date: 03/01/2009 Status: Effective

FERC Docket: RP09-292-000

First Revised Sheet No. 1044 First Revised Sheet No. 1044

Superseding: Original Sheet No. 1044

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CAPACITY RELEASE

15.2 Bidding Procedure (Cont.)

- D. Withdrawal of Offers or Bids. Releasing Customer may withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made. Offers are binding until written or electronic notice of withdrawal is received by Pipeline. After such a withdrawal, the bidder may not subsequently submit a lower bid for the same posted offer of released capacity. Bids are binding until written or electronic notice of withdrawal is received by Pipeline; provided, however, that bids cannot be withdrawn after the bid period ends.
- E. Exemptions from Bidding Procedure.
 - 1. Prearranged Deals. If a potential Replacement Customer, identified by Releasing Customer prior to posting under this Section 15.2 ("Designated Replacement Customer"), agrees to pay the maximum tariff rate for a term greater than one year and agrees to meet all other terms and conditions proposed by the Releasing Customer, the release is not subject to bidding, but will be posted in accordance with GT&C Section 15.3.E and as required in Section 15.2.B.4.
 - 2. Releases For 31 Days or Less. Releases of 31 days or less are not required to be posted for bidding. The Releasing Customer may not re-release all or part of the subject capacity to the same Replacement Customer until 28 days after the first release has ended, unless (a) the Releasing Customer posts the re-release for bidding or (b) the re-release is otherwise exempt pursuant to GT&C Section 15.2.E.
 - 3. Asset Management Agreements. Releases to an asset manager as defined in the Commission's Regulations, 18 C.F.R. Section 284.8(h)(3) (2008) are not subject to bidding, but will be posted in accordance with GT&C Section 15.3.E and as required in Section 15.2.F.14, below.
 - 4. State Mandated Retail Unbundling Programs. Releases to marketers participating in state-regulated retail access programs as defined in the Commission's Regulations, 18 C.F.R. Section 284.8(h)(4) (2008) are not subject to bidding, but will be posted in accordance with GT&C Section 15.3.E and as required in Section 15.2.F.15, below.
- F. The Releasing Customer's posted notice of release shall include:
 - 1. Identification of Releasing Customer, including a contact person for communications regarding the posted notice.
 - 2. Identification of Releasing Customer's Service Agreement with Pipeline (Pipeline's Service Agreement number).
 - 3. The date and time of posting, and the date and time by which all bidders must have submitted their bids to the Website. A Releasing Customer may not specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release.
 - 4. The quantity to be released expressed as a numeric quantity, including any minimum or maximum acceptable packages, or whether bids for less than the full quantity released are acceptable.
 - 5. The daily and hourly contract entitlement for partial-day releases shall be allocated to the Releasing Customer and Replacement Customer pro rata, based on the effective time of the capacity release. This allocated daily and hourly contract entitlement shall be used for purposes of nominations, billing and, if applicable, for overrun calculations.

Effective Date: 03/01/2009 Status: Effective

FERC Docket: RP09-292-000

First Revised Sheet No. 1045 First Revised Sheet No. 1045

Superseding: Original Sheet No. 1045

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CAPACITY RELEASE

15.2.F Bidding Procedure (Cont.)

6. The location of the capacity to be released (Capacity Path, Points of Receipt and Delivery and any Primary Point entitlements associated with such points), and an express description of the rights, if any, that Replacement Customer shall have to change Primary Points. Unless such rights are specified in the posted notice, Replacement Customer may not change Primary Points.
7. For purposes of bidding and awarding, the maximum/minimum charges, including any recourse reservation charges and any surcharges, as a total number or as stated separately, any minimum acceptable price (as a nominal value or percentage of the applicable maximum rate or recourse reservation charge), and whether such charges shall be payable as a monthly reservation charge or on a volumetric basis. Notwithstanding any discounts granted under the Service Agreement between Releasing Customer and Pipeline, the Replacement Shipper may bid (and pay rates based upon) the applicable Firm Transportation Rate Schedule recourse reservation charge. The posted notice must specify whether the Releasing Customer will consider bids on a volumetric basis; if so, the maximum applicable reservation charge shall be the 100% load factor derivative of the applicable reservation charges. The usage portion of the rate will not be taken into consideration when determining the best bid. Unless Pipeline and Replacement Customer subsequently negotiate different usage charge components as permitted by the applicable Rate Schedule, Replacement Customer shall pay the maximum applicable usage charges. The recourse reservation charge under the applicable Firm Transportation Rate Schedule shall be the maximum recourse charge to be used for purposes of bidding under this Section 15.
 - a. Releases with an effective date on or after July 30, 2008 may exceed the maximum tariff rate for the applicable service provided that the release is for one year or less and the release takes effect on or before one year from the date on which the Pipeline is notified of the release.
8. Duration of the release, and any minimum acceptable term, including the specific starting dates and times and ending dates and times. Releases may commence at any time of the month.
9. Whether the release is to be permanent or temporary. Permanent releases are subject to pre-granted abandonment, as provided under 18 C.F.R. Section 284.221.
10. Criteria for evaluating bids, and for breaking ties among equivalent bids. If no criteria are specified, Pipeline's default standards shall apply, as described in GT&C Section 15.3.
11. Whether the release is firm and not subject to full-day or partial-day recall, or subject to recall on an objective, not unduly discriminatory basis (by Releasing Customer), and conditions under which any recall right would be exercised, and any applicable reput rights.
12. Whether the Releasing Customer has identified a Designated Replacement Customer.
13. Whether the Releasing Customer will entertain contingent bids, and if so, whether, and for what time period, the next-highest bidder will be obligated to acquire the capacity if the winning bidder declines the released capacity.
14. Whether the Replacement Customer is an asset manager as defined in the Commission's Regulations, 18 C.F.R Section 284.8(h)(3) (2008) and whether the offer is to be exempt from bidding pursuant to Section 15.2.E.3, above. If the offer is to be exempt from bidding, the Releasing Customer must disclose the asset manager's obligation to deliver gas to, or purchase from, the Releasing Customer.
15. Whether the Replacement Customer is a marketer participating in a state-regulated retail access program as defined in the Commission's Regulations, 18 C.F.R. Section 284.8(h)(4) (2008) and whether the offer is to be exempt from bidding pursuant to Section 15.2.E.4, above.

GENERAL TERMS AND CONDITIONS
CAPACITY RELEASE

15.2 Bidding Procedure (Cont.)

- G. Within the posted bid period, a bidder seeking capacity at terms that meet or exceed minimum terms of the release must post its complete bid on the Website.
 - 1. Such bids must be in the most current form of Bid Agreement, as posted on the Website, which when executed by Pipeline will constitute a binding contract.
 - 2. The name of the bidder will not be revealed on the Website unless the bidder submits a winning bid.

15.3 Evaluating Bids.

- A. Pipeline shall determine the best bid, in accordance with the nondiscriminatory criteria posted by Releasing Customer in the Release Notice; provided, however, that Pipeline shall reject any bid that does not match any single minimum specification of the posted notice. If there are multiple bids meeting all minimum conditions, Pipeline will award the bids, best bid first, until all offered capacity is awarded.
- B. Evaluation Criteria. In its posted notice, Releasing Customer must specify one of the following bid evaluation mechanisms:
 - 1. NPV Method. The net present value of the bid quantity, multiplied by the bid price, discounted over the bid term by the Interest Rate.
 - 2. Net Revenue Method. The value of the bid quantity, multiplied by the bid price.
 - 3. If Releasing Customer does not designate an evaluation standard in the posted notice of the release, the best bid shall be determined as follows: the bidder submitting the highest bid rate, within the minimum and maximum rates, if applicable, and in accordance with Section 15.2.F.7, above, shall win.
- C. Tie-Breaking Method. If more than one bidder wins under the applicable evaluation criteria, the capacity must be released in accordance with the tie-breaking method specified in Releasing Customer's posted notice. If Releasing Customer does not designate a tie-breaking method, then the capacity will be allocated as follows: first to the winning bidder who submits a non-contingent bid, as opposed to bids on a contingent basis. If more than one winning bid is non-contingent, then to the bidder that is currently utilizing the subject capacity, or if no winning bidder is currently utilizing the subject capacity, then to the bidder that submitted its winning bid first in time; provided that if a Designated Replacement Customer submits a winning bid, then Pipeline must contract with such Designated Replacement Customer.
- D. Matching Period. In the event that Releasing Customer has a Designated Replacement Customer in its posted notice under GT&C Section 15.2.F.12 that does not submit a winning bid, then Pipeline must give such Designated Replacement Customer an opportunity to match the terms and conditions of the winning bid.
- E. Pipeline shall post the winning Bid Agreement on the Website, immediately after the bid is awarded, including the name of the winning bidder.
- F. A posted offer of release shall expire without award if Pipeline is unable to contract with a bidder before the commencement of the term for the offered capacity.
- G. Prior to the next nomination opportunity after the bid is awarded, Pipeline will release any posted collateral to a non-winning non-creditworthy bidder unless otherwise requested by such bidder. For cash forms of collateral, Pipeline will release such collateral by wire transfer of Federal Funds in accordance with the instructions provided by bidder pursuant to Section 15.1.C.1. For non-cash forms of collateral, Pipeline will release such collateral by depositing such documentation for delivery by overnight courier in accordance with the instructions provided by bidder pursuant to Section 15.1.C.1.

Effective Date: 03/01/2009 Status: Effective

FERC Docket: RP09-292-000

First Revised Sheet No. 1047 First Revised Sheet No. 1047

Superseding: Original Sheet No. 1047

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CAPACITY RELEASE

15.4 Contracting.

- A. Pipeline must contract directly with the bidders who make the best bids, as determined above. Subject to agreement by the winning bidders to pay at least the maximum applicable usage and fuel charges, Pipeline must accept the bids and contract to provide the released capacity to the winning bidders, by executing the winning bidders' Bid Agreements upon award of the winning bids. Such executed Bid Agreement shall become an Exhibit to the Capacity Release Agreement between each winning bidder, as Replacement Customer, and Pipeline. Replacement Customer, like any other Customer, shall be subject to all applicable provisions of Pipeline's FERC Gas Tariff.
- B. Unless Pipeline expressly agrees otherwise, Releasing Customer's Service Agreement with Pipeline shall remain in effect until the normal expiration of the contract term, notwithstanding any capacity release transaction.
 - 1. Releasing Customer shall remain liable on its contract with Pipeline, and shall pay all applicable reservation charges, and related surcharges and Interest, for released capacity, directly to Pipeline; provided, however, that Pipeline and Customer may, in connection with their agreement to a Negotiated Rate, agree upon Releasing Customer payment obligations and procedures and crediting mechanisms in the event of a capacity release that varies from or has terms in addition to those set forth herein. The provisions of this Section 15.4.B.1 do not authorize Pipeline to negotiate terms and conditions of service. In the case of permanent releases, Pipeline will not unreasonably refuse to relieve Releasing Customer from liability under its Service Agreement.
 - 2. Unless otherwise agreed under GT&C Section 15.4.C, Releasing Customer will receive a contingent credit for reservation charges and associated surcharges actually paid to and received by Pipeline, attributable to capacity rights released by Releasing Customer.
 - a. Pipeline will grant Releasing Customer a contingent credit for the reservation charges and reservation-related surcharges attributable to capacity rights released by such customer. In the event Pipeline is not paid the applicable reservation charges for the released capacity, Pipeline shall have the right to reverse such contingent credit and to charge applicable interest to Releasing Customer.
 - b. Pipeline shall fully credit Releasing Customer for Reservation Charges and reservation-related surcharges paid by the Replacement Customer, even if such revenues exceed the rate contractually payable by Releasing Customer for the released capacity.
 - c. Reservation Charge credits to Releasing Customer shall be reduced by any marketing fees applicable to releases in which Pipeline actively markets the capacity, as negotiated between Pipeline and Releasing Customer.
 - d. In the event of partial payments by Replacement Customer, funds will first be used to pay reservation charges and related surcharges, whether owed to Pipeline or to Releasing Customer.
 - 3. For release transactions: (1)effective prior to July 30, 2008, and those (2)effective on or after July 30, 2008, with a term greater than one year which provide for a rate between the applicable minimum and maximum rates, refunds shall be allocated first to Replacement Customer, to the extent required. To the extent that Pipeline owes refund amounts attributable to the release transaction in excess of the amounts refunded to Replacement Customer, then Pipeline shall make such refunds to Releasing Customer.
 - 4. For release transactions effective on or after July 30, 2008, with a term of one year or less, which are not subject to the maximum rate cap, the rate paid by the Replacement Customer will be deemed a final rate and will not be subject to refund.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1048 Original Sheet No. 1048 : Effective

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CAPACITY RELEASE

15.5 Replacement Customers.

- A. Replacement Customers hold the rights granted by the Releasing Customer for service by Pipeline to nominate quantities of service within the Capacity Path, and, if applicable, the Primary Points identified by Releasing Customer, at the first available nomination opportunity upon consummation of the release transaction for the effective date and time of contract. Replacement Customers may also use alternative points to the extent such points would otherwise be available to Releasing Customer. After a permanent release, Replacement Customer may request Primary Point changes under the applicable procedures of Pipeline's Tariff. If a release is not permanent, Replacement Customer may seek to change Primary Points under its Service Agreement, and thereby permanently alter the applicable Service Agreement of Releasing Customer, only to the extent expressly authorized by Releasing Customer in the posted notice. Requests to change Primary Points must comply with all applicable procedures of Pipeline's FERC Gas Tariff. In any event, Primary Point changes are subject to the risk that either party will not be able to return to the original Primary Point(s). All Primary Point changes are subject to Pipeline's determination that firm capacity is available.
- B. A creditworthy Replacement Shipper may continue an existing capacity release Service Agreement by notifying Pipeline prior to the termination of Releasing Shipper's service that it agrees to pay a rate that is the lesser of:
 - 1. The applicable maximum rate, or
 - 2. The same rate as is in the Service Agreement between Pipeline and Releasing Shipper, or
 - 3. A mutually agreed upon rate.
- C. Replacement Customers may release the capacity entitlements that were obtained under this Section, subject to the terms of the original release provided, however, that Replacement Customers that obtain capacity on a volumetric basis shall not be entitled to re-release such capacity.
- D. Replacement Customers are subject to all applicable provisions of:
 - 1. Pipeline's FERC Gas Tariff,
 - 2. The Service Agreement between Pipeline and Releasing Customer, and
 - 3. Each and every preceding release of the subject capacity.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1049 Original Sheet No. 1049 : Effective

GENERAL TERMS AND CONDITIONS
CAPACITY RELEASE

15.6 Other Provisions.

- A. Any Party may post offers to acquire capacity on Pipeline's Website for a period not to exceed ten (10) Business Days.
- B. Recall Provisions.
1. Releasing Customer's rights to recall capacity on a partial-day or full-day basis shall be stated clearly in the posted notice of a release. The purchase of Gas by Releasing Customer from Replacement Customer at the city gate shall not be deemed an exercise of a recall provision.
 2. Releasing Customer may recall capacity by complying with the provisions set forth below. Releasing Customer may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Timely Nomination cycle, the Evening Nomination cycle, the Intra-Day 1 Nomination cycle, or the Intra-Day 2 Nomination cycle by providing notice to Pipeline by the following times for each cycle: 8 a.m. CCT for the Timely Nomination cycle; 3 p.m. or 5 p.m. CCT for the Evening Nomination cycle; 7 a.m. CCT for the Intra-Day 1 Nomination cycle; and 2:30 p.m. CCT for the Intra-Day 2 Nomination cycle. For recall notification provided to the Pipeline prior to the recall notification deadline and received between 7:00 a.m. and 5 p.m., Pipeline will provide notification to all affected Replacement Customer(s) within one hour of receipt of recall notification. For recall notification provided to the Pipeline after 5 p.m. and prior to 7 a.m., the Pipeline will provide notification to all affected Replacement Customer(s) no later than 8 a.m. after receipt of such recall notification. Releasing Customer shall notify Pipeline and the first Replacement Customer of its decision to recall capacity no later than the timeline outlined below. Further, the daily contract entitlement for partial-day recalls shall be allocated to the Releasing Customer and Replacement Customer pro rata based on the effective time of the recall. This allocated daily contract entitlement shall be used for purposes of nominations, billing, and, if applicable, overrun calculations. Partial-day recalls shall not be available for capacity released on a partial day. After exercise of a recall, subject to agreement by the Releasing and Replacement Customers in accordance with any provisions of the posted notice, Releasing Customer may reput the recalled capacity to the original Replacement Customer, upon the same advance notice to Pipeline that was required for the recall. When capacity is recalled, it may not be reput for the same day. Replacement Customers that re-release capacity shall also be responsible for notifying any later Replacement Customers.

	Timely	Early Evening	Evening	Intra-Day 1	Intra-Day 2
Recall Notification To Pipeline and First Replacement Customer	8 a.m. CCT	3 p.m. CCT	5 p.m. CCT	7 a.m. CCT	2:30 p.m. CCT
Pipeline Notification to Replacement Customer	9 a.m. CCT	4 p.m. CCT	6 p.m. CCT	8 a.m. CCT	3:30 p.m. CCT
Nomination Possible	11:30 a.m. CCT	6 p.m. CCT	6 p.m. CCT Evening Cycle	10 a.m. CCT	5 p.m. CCT
Gas Flow	9 a.m. CCT Next Gas Day	9 a.m. CCT Next Gas Day	9 a.m. CCT Next Gas Day	5 p.m. CCT Current Gas Day	9 p.m. CCT Current Gas Day

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1050 Original Sheet No. 1050 : Effective

GENERAL TERMS AND CONDITIONS
CAPACITY RELEASE

15.6.B Other Provisions.(Cont.)

3. Pipeline shall notify the Replacement Customer(s), via the Website, to revise its nominations under the Bid Agreement within the period provided for change of nominations in order to implement the recall. Replacement Customer(s) will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall.
4. Any Releasing Customer may recall capacity released under this Section, subject to compliance with the nomination and scheduling provisions of this Tariff, in the event that its Replacement Customer fails to pay all or part of the amount of any bill for service under the applicable Bid Agreement.
5. Unless otherwise stated in Releasing Customer's posted notice, Replacement Customer's minimum throughput commitment for a release transaction conducted on a volumetric basis is waived, in the event that Releasing Customer exercises a recall.
6. The Replacement Customer must provide Pipeline with at least one but no more than two Internet E-Mail addresses to be used for recall notification. Pipeline's obligation to provide notification is waived until at least one Internet E-Mail address is provided to Pipeline.
7. In order to take advantage of the shortened recall provisions of this Section 15.6.B, Releasing Customer must provide written notice to Pipeline, by facsimile or otherwise, including the following information:
 - a. Releasing Contract number;
 - b. Replacement Contract number;
 - c. Effective Date and Time of recall;
 - d. Contract Quantity;
 - e. Capacity Path, and, if applicable, Primary Receipt and Delivery Points; and
 - f. A certification signed by an official of Releasing Customer authorized to make nomination and scheduling changes on Pipeline, that: "[Releasing Customer name] hereby certifies that the conditions stated in GT&C Section 15.6.B have been satisfied, to permit the above-captioned recall."
8. Releasing Customer may recall the full released volume or a partial volume for the full Gas Day or a partial Gas Day. The volume recalled must correspond to the elapsed pro rata capacity.
9. The daily contract entitlement for partial day recalls shall be allocated to the Releasing Customer and Replacement Customer pro rata based on the effective time of the recall. This allocated daily contract entitlement shall be used for purposes of nominations, billing and, if applicable, overrun calculations.
10. Partial day recalls shall not be available for capacity released on a partial day.
11. After exercise of a recall, subject to agreement by the Releasing and Replacement Customers in accordance with any provision of the posted notice, Releasing Customer may reput the recalled capacity to the original Replacement customer, upon the same advance notice to Pipeline that was required for the recall. Recalled capacity may not be reput for the first recalled Gas Day.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 1051 - 1053 Sheet Nos. 1051 - 1053 : Effective

Reserved for future use.

Effective Date: 03/12/2009 Status: Effective

FERC Docket: RP09-358-000

First Revised Sheet No. 1054 First Revised Sheet No. 1054

Superseding: Original Sheet No. 1054

GENERAL TERMS AND CONDITIONS
WEBSITE

16. WEBSITE

16.1 Access.

- A. Pipeline shall maintain its Website as a part of Pipeline's E-SCRIPT TM System. E-SCRIPT TM is a trademark of Dominion Transmission, Inc. Access to the E-SCRIPT System shall be provided in an interactive, nondiscriminatory basis to all parties that have: (1) executed an E-SCRIPT System Agreement; (2) been assigned an E-SCRIPT System USER ID and password; and (3) agreed to comply with all procedures for access and use of Pipeline's E-SCRIPT System and any other applicable provisions of Pipeline's Tariff.
- B. Persons complying with all applicable procedures for access as set forth in the E-SCRIPT System Agreement shall become E-SCRIPT System Users. However, to participate in the capacity release program described in GT&C Section 15, the E-SCRIPT System User must also satisfy all additional requirements of that Section.

16.2 Contents. Pipeline shall post NAESB and other information as required by this Tariff, on its Website. Website user access to information shall be on a timely, equal basis.

16.3 Other Conditions.

- A. Procedures to Back-Up, Archive, and Retrieve Data.
 - 1. After the end of each month, Pipeline shall remove all completed transactions from the Website. Current notices shall not be purged.
 - 2. Pipeline shall retain daily back-up files of the data displayed on the Website, for a minimum of 36 months for audit purposes. This data retention requirement only applies to the ability to recover or regenerate electronic records for a period of three years, in accordance with regulatory record retention requirements. Capacity Release historical data will be made available on a consistent basis from Pipeline, which should provide for retrieval of open and closed offers during the FERC archival period. This data shall be maintained in an electronic media of Pipeline's choosing.
 - 3. Upon request, Pipeline shall provide such data for review by E-SCRIPT System Users. Pipeline shall not be required to provide such information online. For a reasonable fee, negotiated between Pipeline and the E-SCRIPT System User at the time of a request, Pipeline shall provide such data in electronic form.
 - 4. E-SCRIPT System Users wishing to review archived Website data must submit requests, in writing, to Pipeline.
- B. Pipeline shall comply with the Commission's regulations regarding the FERC's Standards of Conduct, as described in GT&C Section 19, with appropriate Website notices and information postings.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1055 Original Sheet No. 1055 : Effective

GENERAL TERMS AND CONDITIONS
WEBSITE

- 16.4 System Alerts. Pipeline may issue a "System Alert" to notify Customers of operating conditions on its system, changes in operating conditions, and other system developments that may affect scheduling. A System Alert is an informal notice of possible future conditions or developing conditions on the system: by itself, a System Alert does not change any Customer's penalty position. To the extent that reliable information relevant to possible issuance of an operational flow order (OFO) or other status of the system is available, Pipeline shall publish it on the Website. If a System Alert indicates that an OFO may be imminent, Pipeline shall advise its Customers what action is requested and what future actions may be mandated if voluntary steps are not taken. Under such circumstances, Customers are asked to comply as quickly as possible with the System Alert, to reduce the need for future action by Pipeline. Customers should be prepared to act on short notice. System Alerts may be directed to all Customers, or to specific Customers on a not unduly discriminatory basis. By issuing a System Alert, Pipeline shall not be precluded from issuing an OFO, if circumstances ultimately require. The System Alert is intended to give Customers the opportunity for voluntary compliance, rather than requiring mandatory action under the OFO provisions of this Tariff.

Effective Date: 11/20/2009 Status: Effective

FERC Docket: RP10-62-000

Second Revised Sheet No. 1056 Second Revised Sheet No. 1056

Superseding: First Revised Sheet No. 1056

GENERAL TERMS AND CONDITIONS
NAESB STANDARDS

17. INCORPORATION OF NAESB STANDARDS BY REFERENCE

As a matter of business practice, Pipeline will comply with the following standards of the North American Energy Standards Board:

(Version 1.8*)0.2.1-0.2.3, 0.3.1-0.3.15, 1.2.1-1.2.6, 1.2.8-1.2.19, 1.3.2(vi), 1.3.3-1.3.4, 1.3.6, 1.3.8-1.3.9, 1.3.13-1.3.18, 1.3.20-1.3.77, 1.3.79, 1.4.1-1.4.7, 2.2.1-2.2.5, 2.3.1-2.3.13, 2.3.15-2.3.23, 2.3.25, 2.3.27-2.3.29, 2.3.31-2.3.35, 2.3.51-2.3.65, 2.4.1-2.4.18, 3.3.1-3.3.17, 3.3.19-3.3.26, 3.4.1-3.4.4, 4.2.1-4.2.20, 4.3.1-4.3.3, 4.3.5, 4.3.16-4.3.18, 4.3.20, 4.3.22-4.3.36, 4.3.38-4.3.60, 4.3.61, 4.3.62, 4.3.65-4.3.69, 4.3.72-4.3.76, 4.3.78-4.3.87, 4.3.89-4.3.93, 5.2.1-5.2.3, 5.3.1, 5.3.3, 5.3.5, 5.3.7-5.3.12, 5.3.14-5.3.19, 5.3.21-5.3.24, 5.3.26, 5.3.29-5.3.43, 5.3.46, 5.3.48-5.3.52, 5.3.54-5.3.60, 5.4.1-5.4.23, 6.3.3, 6.5.2., 6.5.4, 10.2.1-10.2.38, and 10.3.1, 10.3.3-10.3.25

- * Within 90 days following receipt of a request for such standards' implementation, Dominion South Pipeline will comply with the EDI/EDM data sets pertaining to the request.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1057 Original Sheet No. 1057 : Effective

GENERAL TERMS AND CONDITIONS
OPERATIONAL FLOW ORDERS

18. OPERATIONAL FLOW ORDERS

18.1 Operational Flow Orders.

- A. Pipeline has established the operating terms and conditions related to operational flow orders (OFOs) as set forth in this Section 18 in order to maintain system reliability. If, Pipeline at any time determines that these OFO-related terms and conditions are inadequate to ensure Pipeline's system integrity, Pipeline reserves the right to file for and establish additional conditions under which Pipeline may issue OFOs as Pipeline deems necessary to preserve its system reliability and maintain service to its Customers.
- B. Pipeline shall operate its system in a reasonable manner, based upon conditions known to or forecast by Pipeline at the time, maintaining line pack, scheduling maintenance, coordinating Receipts and Deliveries, and issuing OFOs as needed to maintain system reliability and meet firm service obligations. Once an OFO has been issued, Pipeline shall cooperate with the affected Customers to accomplish the results intended by the OFO.
- C. An OFO shall be an announcement by Pipeline that shall advise Customer of operating conditions that affect its services or direct a Customer or class of Customers to take specific action. Each OFO shall contain the following information:
 - 1. time and date of issuance;
 - 2. time that OFO is effective;
 - 3. duration of OFO (if none is specified, the OFO will remain effective until further notice);
 - 4. the Customer(s) or class of Customers affected by the OFO;
 - 5. the action, if any, that Customer(s) must take; and
 - 6. any other information required by the terms of this Tariff.
- D. How Pipeline May Issue OFOs.
 - 1. Pipeline shall issue an OFO by posting a notice of the OFO on the Website and by e-mailing the flow order to all affected Customers that have provided Pipeline with an e-mail address. Customer shall monitor the Website for any OFO applicable to Customer's service and shall be solely responsible for compliance with each OFO.
 - 2. When the OFO is applicable on a Customer-specific basis or otherwise directly affects such Customer, Pipeline shall directly communicate the OFO to one of Customer's designated contact person(s) via e-mail unless Pipeline and Customer have agreed upon other commercially reasonable means of communication. Each firm Customer shall provide Pipeline with the name, e-mail address, facsimile number, and telephone number of at least one designated contact person available on a twenty-four hour basis and it shall be Customer's responsibility to keep this information current.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1058 Original Sheet No. 1058 : Effective

GENERAL TERMS AND CONDITIONS
OPERATIONAL FLOW ORDERS

18.1.D Operational Flow Orders. (Cont.)

3. The factors resulting in the issuance of an OFO shall be posted on the Website within seven Gas Days after issuance.
 4. An OFO shall be cancelled when the conditions that created the need for the OFO have been resolved.
 5. Within 14 days of rescinding any OFO issued hereunder, Pipeline shall post on the Website a report containing information regarding the factors that caused the OFO to be issued and then lifted. In any report, Pipeline shall describe in detail the circumstances that caused the issuance of the OFO, the steps taken to alleviate the circumstances, and the changes that occurred to resolve the conditions that created the need for the OFO.
- E. Pipeline may issue an OFO under this Section to apply to Pipeline's system in whole or in part.

18.2 Notice

- A. Except to the extent conditions and operations require a shorter notice period or alternative methods of notice, Pipeline shall provide prior notice of the issuance of an OFO by posting the issuance on its Website at least two hours prior to the time for Customer action.
- B. Pipeline shall provide prompt notice of the termination of an OFO or a decrease in required quantities under any effective OFO.
- C. Prior to issuing an OFO affecting firm transportation service at a Primary Point, Pipeline shall take all other remedial actions and shall issue any other OFO permitted under any other provision of this tariff which, in Pipeline's judgment, could alleviate, in whole or in part, the operational limitations that Pipeline is experiencing.

18.3 When Pipeline May Issue an OFO.

- A. Pipeline may issue an OFO to maintain or restore a balance on Pipeline's system, to protect Pipeline's system integrity, and to allow Pipeline to satisfy its firm service obligations.
- B. Specific Instances. A Customer receiving service under Firm Transportation Rate Schedules or Interruptible Transportation Rate Schedules may be subject to OFOs issued by Pipeline:
 1. to alleviate conditions that threaten the operational integrity of Pipeline's system; or
 2. to maintain pressures and line pack necessary for Pipeline's operations; or
 3. to ensure adequate flowing supplies are Tendered at any Point of Receipt; or
 4. to alleviate operational problems arising from overdeliveries or underdeliveries by a customer(s) in violation of its Service Agreement and/or applicable Rate Schedule; or

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1059 Original Sheet No. 1059 : Effective

GENERAL TERMS AND CONDITIONS
OPERATIONAL FLOW ORDERS

18.3.B When Pipeline May Issue an OFO (Cont.)

5. when Pipeline experiences or forecasts substantially increased requirements due to changes in weather that could create an operational need for additional Deliveries; or
 6. when Pipeline experiences or forecasts substantially decreased requirements due to changes in weather or other conditions that could create an operational need for reduced Receipts; or
 7. when hourly Takes by a customer(s) at any Point of Delivery are in excess of Tariff or contract maximums or are otherwise in excess of quantities that Pipeline can handle; or
 8. when segmentation has resulted in unanticipated operational problems that jeopardize Pipeline's system integrity or its ability to meet primary firm service obligations.
- C. Pipeline may issue such OFOs when excess Tenders or insufficient Takes by one or more customers:
1. cannot be tolerated operationally because Pipeline is operating at maximum allowable operating pressures and/or Pipeline's facilities are full; or
 2. jeopardize Pipeline's ability to perform firm services as required by Pipeline's Service Agreements and this Tariff; or
 3. cannot be tolerated operationally because markets directly connected to a Point of Receipt cannot accept the quantities nominated for Delivery for any reason, including changes in weather.
- D. Pipeline may issue such OFOs when insufficient Tenders or excess Takes by one or more customers:
1. may cause Pipeline to issue an OFO to another Customer; or
 2. cannot be tolerated operationally because Pipeline's line pack is depleted below the levels required for Pipeline to manage such insufficient Tenders without jeopardizing Pipeline's ability to perform services as required by Pipeline's Service Agreements and this Tariff, without limiting firm services or pressures to other Customers, or without imposing additional OFOs on Pipeline's system; or
 3. cannot be tolerated operationally because one or more Customers have failed to comply with an OFO issued under another subsection; or
 4. cannot be tolerated operationally because markets directly connected to such Point of Receipt require Deliveries of additional quantities for any reason, including changes in weather.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1060 Original Sheet No. 1060 : Effective

GENERAL TERMS AND CONDITIONS
OPERATIONAL FLOW ORDERS

18.4 Customer Actions. Upon the issuance of an order under this Section, Customer must take the actions stated in the OFO. These actions may include, but are not limited to, the actions listed below.

- A. Customer may be required to Tender Gas to Pipeline under Customer's firm transportation Service Agreement;
- B. Customer may be required to conform its Receipts and/or Deliveries to Customer's scheduled nominations within the Customer's MDTQ and hourly flow entitlement in accordance with the applicable Rate Schedule;
- C. Customer may be required to equalize its Tenders and its Takes;
- D. Customer may be required to Take Gas from Pipeline under Customer's firm transportation Service Agreement;
- E. Customer may be required to limit hourly Takes from Pipeline;
- F. Customer may be required to immediately cease its Takes under an interruptible transportation agreement; and/or
- G. Segmented contract rights may be reduced or constrained.

18.5 OFO Penalties.

- A. During the period that the OFO is in effect, Customer shall pay a penalty equal to \$25.00 per Dt plus the Gas Price Index per Dt:
 - 1. for each Dt Received by Pipeline for Customer's account in excess of Customer's scheduled quantities, daily entitlement or hourly flow entitlement in cases where the OFO prohibits excess Tenders to Pipeline; and
 - 2. for each Dt Delivered by Pipeline to Customer in excess of Customer's scheduled quantities, daily entitlement or hourly flow entitlement in cases where the OFO prohibits excess Takes from Pipeline.
- B. Customer shall not be liable for OFO penalties if and to the extent its failure to comply with an OFO is due to Customer's own Force Majeure, as defined in GT&C Section 9.
- C. Payment of any penalties established in this GT&C Section 18.5 shall be in lieu of the penalties established in GT&C Section 37.2 and 37.3.
- D. Provided that Customer has designated a contact person pursuant to GT&C Section 18.1.D.2, and has provided relevant related information to Pipeline, Pipeline shall not assess the penalties established in GT&C Section 18.5 unless Pipeline has directly communicated the OFO to one of Customer's designated contact person(s). Pipeline shall communicate such OFOs to Customer via e-mail, unless Pipeline and Customer have agreed upon another means of communication.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1061 Original Sheet No. 1061 : Effective

GENERAL TERMS AND CONDITIONS
OPERATIONAL FLOW ORDERS

18.6 Indemnification and Waiver of Penalties.

- A. In addition to any other remedies or penalties available to Pipeline, in the event that Customer fails to comply with any OFO issued by Pipeline, and Pipeline is directly or indirectly rendered unable to provide firm service as a result of Customer's failure to comply with an OFO as required by any of its firm Service Agreements, Customer shall indemnify and hold harmless Pipeline for all damages, or liability arising from Pipeline's failure to provide such service; provided that Pipeline will not be indemnified to the extent of its own negligence, willful misconduct, or fraud in causing such damage or liability, or to the extent that Pipeline breaches Customer's Service Agreement.
- B. Pipeline may waive any penalty otherwise applicable under this Section if, in Pipeline's reasonable discretion, Customer's action(s) did not cause or contribute to the circumstances that required Pipeline to issue an OFO.

Effective Date: 03/12/2009 Status: Effective

FERC Docket: RP09-358-000

Second Revised Sheet No. 1062 Second Revised Sheet No. 1062

Superseding: First Revised Sheet No. 1062

GENERAL TERMS AND CONDITIONS
COMPLIANCE WITH CERTAIN FERC REGULATIONS, INCLUDING THE STANDARDS OF CONDUCT

19. COMPLIANCE WITH CERTAIN FERC REGULATIONS, INCLUDING THE STANDARDS OF CONDUCT

19.1 STANDARDS OF CONDUCT. In accordance with 18 CFR Part 358, Pipeline shall comply with the Commission's regulations regarding Standards of Conduct.

- A. Independent Functioning Rule. Pipeline's transmission function employees must function independently of its marketing function employees. Pipeline is prohibited from permitting its marketing function employees to conduct transmission functions and Pipeline is prohibited from permitting transmission function employees to conduct marketing functions, except as permitted by 18 CFR Part 358 of the Commission's Regulations.
- B. Transparency Rule. All information required to be posted on Pipeline's Website pursuant to the Commission's Standards of Conduct regulations, 18 CFR Part 358 including, but not limited to, identification of Pipeline's transmission function employees, information on affiliates that employ or retain marketing function employees, information on shared facilities, information or notice of disclosure of transmission function information, waivers, transfers of certain employees, potential mergers, voluntary consent information, and written procedures implementing compliance with the Standards of Conduct. All information will be provided under "Informational Postings" and will be updated as required by applicable regulation(s) issued by the Commission.

19.2 Requirements For A Valid Transportation Request. For a service request to be considered valid, it must contain the items set forth in GT&C Section 11. A service request form may be obtained by writing Dominion South Pipeline Company, LP, Transportation Requests, 701 East Cary Street, Richmond, VA 23219 or by calling 1-800-895-8899.

19.3 Complaint Procedures.

- A. Customers or potential Customers wishing to complain or inquire about matters concerning requests for transportation should call Pipeline's Ombudsman, as identified on the Website. Callers should be prepared to state with specificity the nature of the complaint, what actions or procedures of Pipeline gave rise to the complaint, and the remedy sought.
- B. Pipeline shall promptly investigate the complaint and shall explain the actions or procedures giving rise to the complaint, initially, within 48 hours and in writing, within 30 days.
- C. If any complaint is not resolved, the matter shall be referred to Pipeline's Ombudsman, who will attempt to resolve the complaint within 15 days of the date of referral.
- D. Complaints not resolved by the Ombudsman, shall be referred to Pipeline's legal staff.

19.4 Information On Availability And Pricing Of Transportation Service.

- A. Pipeline Delivers Gas on an open access basis at the rates set forth in this Tariff. Customers and potential Customers may determine the availability of service by submitting valid requests

Customers may for such service in accordance with GT&C Section 11, or by monitoring the Website.
Pipeline determine the availability of a discounted rate for service by requesting such rate from
in writing (including facsimile). Documentation supporting the need for the discount must
accompany all such requests.

B. All information pertaining to any offer of a discount for any transmission service made by
Pipeline will be maintained as required by 18 CFR Section 250.16(d) and subpart D of 18 CFR
Part 385 of the Commission's regulations.

Effective Date: 03/12/2009 Status: Effective

FERC Docket: RP09-358-000

Second Revised Sheet No. 1063 Second Revised Sheet No. 1063

Superseding: First Revised Sheet No. 1063

GENERAL TERMS AND CONDITIONS
COMPLIANCE WITH CERTAIN FERC REGULATIONS, INCLUDING THE STANDARDS OF CONDUCT

19.5 Customer Information On Available Capacity.

- A. Customers that have valid service contracts with Pipeline may determine the capacity available for service by submitting nominations to Pipeline in accordance with GT&C Section 12.
- B. General information regarding capacity on Pipeline's system will be made available from time to time via the Website. Customers and potential Customers may obtain information on gaining access to this information by writing Dominion South Pipeline Company, LP's Marketing Department, 701 East Cary Street, Richmond, Virginia, 23219, or by calling 1-800-895-8899.

19.6 Access to Transportation Service

- A. Pipeline will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations, and will not give customers of its affiliates undue preference over shippers of non-affiliates or other customers in scheduling, transportation or curtailment priority.
- B. Pipeline will not condition or tie its agreement to provide transportation service to an agreement by the producer, end-user, or Customer relating to any service by an affiliate, any services by pipeline on behalf of its affiliate, or any services which its affiliate is involved.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1064 Original Sheet No. 1064 : Effective

GENERAL TERMS AND CONDITIONS
FERC ANNUAL CHARGE ADJUSTMENT

20. FERC ANNUAL CHARGE ADJUSTMENT

- 20.1 Purpose. For the purpose of funding of the Federal Energy Regulatory Commission's costs incurred in any fiscal year, this Section establishes an annual charge adjustment applicable to the Pipeline's transportation Rate Schedules as set forth on Sheet Nos. 50-69 of this FERC Gas Tariff.
- 20.2 Basis of the Annual Charge Adjustment. The Rate Schedules contained in this Tariff shall include an increment for an Annual Charge Adjustment (ACA) for Federal Energy Regulatory Commission costs. Such adjustment shall be the ACA unit charge, adjusted to the Pipeline's pressure base and heating value, if required, which is specified by the Federal Energy Regulatory Commission each year to recover its costs for its previous fiscal year. The ACA shall be reflected on Sheet Nos. 50-69 of this Tariff. By electing the FERC ACA unit charge method of recovery, Pipeline hereby acknowledges its intent not to recover any annual charges recorded in FERC Account No. 928 in any general rate proceeding filed under GT&C Section 4(e) of the Natural Gas Act.
- 20.3 Filing Procedure. The initial ACA or any subsequent changes in such charge shall be filed by the Company at least 30 days prior to the proposed effective date, unless, for good cause shown, a lesser notice period and different effective date is allowed by valid Commission order. The proposed effective date of filings shall be October 1 of each calendar year.

GENERAL TERMS AND CONDITIONS
MISCELLANEOUS CONDITIONS

21. MISCELLANEOUS CONDITIONS

- 21.1 Upon request by Pipeline, Customer shall submit estimates to Pipeline of the hourly, average day, peak-day, monthly, and annual quantities to be transported under the Rate Schedules in this Tariff by Points of Receipt and Delivery and such other operating data as Pipeline may require in order to plan its operations, to meet its requirements, to respond to Force Majeure and to render reliable service to its customers.
- 21.2 If Customer fails to comply with any material provisions of this Tariff, Pipeline, upon notice to Customer, may refuse to Receive Gas and/or may refuse to Deliver Gas, until Customer has fully complied with the terms of this Tariff.
- 21.3 Pipeline may, at its reasonable discretion, waive any rate, penalty, charge, or other term contained in this Tariff, provided that such waiver is not unduly discriminatory, and provided further that such waiver will not impede Pipeline's performance of its firm service obligations.
- 21.4 Long-Term Customers' Existing Load
- A. Customer taking long-term service under a Firm Transportation Rate Schedule shall have a limited reduction right, in the event that Pipeline enters into a Service Agreement to provide primary firm service to Customer's existing load. For purposes of this Section 21.4, "Customer's existing load" means an entity (including its successors, assigns or agents) that is located in Customer's franchise area, with a load being served by Customer as of the earlier of: the date of Customer's firm Service Agreement, or Customer's binding precedent agreement to enter into a firm Service Agreement. Upon Pipeline's execution of a firm Service agreement with Customer's existing load, Customer may elect to reduce its MDTQ by an amount up to the quantity specified in Pipeline's firm service agreement for such existing load or Customer's remaining MDTQ, whichever is less. Any reduction elected by Customer shall continue until the termination of Pipeline's firm service agreement with Customer's existing load.
- B. Nothing in this Section 21 shall be construed as precluding any qualified person from participating in Pipeline's capacity release program. Such secondary market activity shall not trigger any right or obligation under this Section 21.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1066 Original Sheet No. 1066 : Effective

GENERAL TERMS AND CONDITIONS
CONSTRUCTION OF FACILITIES

22. CONSTRUCTION OF FACILITIES

- 22.1 Except as to this Section 22, Pipeline shall have no obligation to construct, modify, improve, or alter any facilities in order to provide service under this Tariff. Nothing in this Tariff shall require Pipeline to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act. Further, nothing in this Tariff shall prevent Pipeline from contesting an application for service filed pursuant to Section 7(a) of the NGA.
- 22.2 For the purposes of this Section 22, "Requested Facilities" shall mean Taps, M&R Equipment and Laterals. Requested Facilities shall not include major expansion of transmission facilities. Tap shall mean a Delivery or Receipt tap and shall include, but shall not be limited to, flanges and block valves and sufficient pipeline from the Pipeline's existing transmission facilities to the edge of Pipeline's right-of-way. M&R Equipment shall include miscellaneous connecting pipeline to the Tap, meters, flow and pressure regulators, filters/separators, gas heaters, flanges, check valves, electronic gas measurement, communication equipment and gas conditioning and odorization equipment other than Tap equipment. Lateral shall mean any transmission pipeline extension (other than a mainline extension) built by Pipeline from an existing transmission pipeline facility or new Tap to Receive or Deliver Gas to or on behalf of one or more Customers, including new Points of Receipt or Delivery and enlargements or replacements of existing laterals. Construction shall mean the construction, modification, rearrangement or installation by Pipeline or its designee of Requested Facilities to perform any service, including any Requested Facilities necessary for Pipeline to Receive or Deliver Gas, or measure any Gas Received from or Delivered to or on behalf of any Customer requesting Pipeline's construction of such facilities.
- 22.3 A party shall submit a request for facilities under GT&C Section 11 requesting Pipeline to construct Requested Facilities in conjunction with a request for transportation services (Requesting Customer). Pipeline will respond to each request for interconnect facilities within sixty (60) days after receiving the request. Pipeline shall receive and process all such requests for construction of Requested Facilities in a manner that is not unduly discriminatory.
- 22.4 Pipeline shall construct Requested Facilities under the conditions provided below:
- A. Requested Facilities shall be established at a location that does not (i) adversely affect Pipeline's operations; (ii) diminish service to existing Customers; (iii) cause Pipeline to be in violation of any applicable environmental or safety laws or regulations with respect to the facilities required to establish a new point of interconnection with Pipeline's facilities; (iv) cause Pipeline to be in violation of its right-of-way agreements or any contractual obligations; and (v) cause Pipeline to expand its pipeline facilities or construct any facilities leading up to the point of interconnection;
 - B. Pipeline and Requesting Customer shall cooperate to provide in a cost-effective manner the supporting evidence and analysis necessary to obtain governmental approvals for their respective facilities from any federal, state or local government agency having jurisdiction including, but not limited to, all exhibits required by an application for FERC authorization;
 - C. Terms and conditions of the construction, ownership, operation and maintenance of Requested Facilities shall be mutually agreed to by Pipeline and the Requesting Customer and set forth in a facilities agreement (unless Pipeline has agreed to pay for the cost of all Requested Facilities); and

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1067 Original Sheet No. 1067 : Effective

GENERAL TERMS AND CONDITIONS
CONSTRUCTION OF FACILITIES

22.4 (Cont.)

D. The Requesting Customer shall reimburse or agree to reimburse Pipeline for the cost of construction as provided for in GT&C Section 22.5 below or agree to construct the Requested Facilities in compliance with Pipeline's technical requirements.

- 22.5 Subject to GT&C Sections 11 and GT&C Section 22.4, Pipeline shall construct, modify, or rearrange Requested Facilities for any Requesting Customer that agrees to pay Pipeline an amount that fully reimburses Pipeline for the cost of such Requested Facilities and their Construction as set forth in a facilities agreement. Pipeline may condition its Construction of Requested Facilities on payment from the Requesting Customer of (1) any or all costs of the Requested Facilities and their Construction and (2) other Related Costs incurred prior to the in-service date of the Requested Facilities, which shall be defined to include, but are not limited to, operating and maintenance expenses, administrative and general expenses, employee salaries on a time-devoted basis and related expenses, taxes other than income taxes, depreciation costs and the time value of money, as set forth in a facilities agreement, and (3) a gross-up for state and federal income taxes, if applicable. Unless Pipeline agrees to allow the Requesting Customer to pay such costs at some other time or in installments, any agreement for Construction of Requested Facilities shall provide that the Requesting Customer shall pay Pipeline the costs of Construction and Related Costs prior to the commencement of Construction. If actual costs are not known, Pipeline shall be entitled to bill the Requesting Customer based upon estimated costs and the Requesting Customer shall be required to pay such estimated costs, provided however, upon determining its actual costs, Pipeline shall have thirty (30) days to either refund any over-collections or bill for any under-collections, as appropriate, to provide for Pipeline's collection of its actual costs, including the time value of money. If Pipeline fails to use due diligence in pursuing the Construction of Requested Facilities or the filing of the necessary governmental permits and such failure delays the commencement of service beyond 60 days of the agreed in-service date, Pipeline shall reimburse Requesting Customer the time value of money advanced for each day beyond the agreed in-service date at the FERC approved Interest Rate.
- 22.6 Pipeline may agree to pay all or part of the costs of the Requested Facilities and their Construction, Related Costs and tax gross up if the Construction is economically or operationally beneficial to Pipeline. In determining economic or operational benefit, Pipeline may consider the following factors, among others: costs of the Requested Facilities and their Construction; the estimated incremental throughput and/or revenues attributable to the Requested Facilities; the Related Costs and tax gross up attributable to the Requested Facilities; the marketability of the capacity associated with the Requested Facilities; the location of the markets associated with the Requested Facilities; the interruptible or firm nature of the transportation service; the availability of capital funds on terms and conditions acceptable to Pipeline; the time value of money; increased system or operational reliability or flexibility; and increased access to new supplies or markets.
- 22.7 Subject to Section 22.4 above, the Requesting Customer may construct their own interconnect facilities at their sole expense, provided, however, such interconnecting facilities shall meet all of Pipeline's technical and engineering requirements. These interconnect facilities shall be built to Pipeline's system but only Pipeline shall construct the tap, at the Requesting Customer's sole cost, to complete the interconnect.
- 22.8 Pipeline shall have the right to operate and maintain any facilities constructed pursuant to this Section 22 regardless of ownership of such facilities. Customer shall fully reimburse Pipeline for all costs related to Pipeline's operation of such facilities including operating and maintenance expenses.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet No. 1068 Sheet No. 1068 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1069 Original Sheet No. 1069 : Effective

GENERAL TERMS AND CONDITIONS
INCORPORATION IN RATE SCHEDULES AND SERVICE AGREEMENTS

23. INCORPORATION IN RATE SCHEDULES AND SERVICE AGREEMENTS

23.1 Service rendered to Customer shall be in accordance with the provisions of a Service Agreement executed between the parties in the form of the applicable Service Agreement contained in this Tariff, or such other agreement as is approved pursuant to GT&C Section 34.

23.2 The GT&C are incorporated in and are a part of the Rate Schedules contained in this Tariff and executed Service Agreements relating thereto.

23.3 The following provisions are hereby incorporated in all executed Service Agreements hereunder:

- A. No waiver by any party of any one or more defaults by the other in the performance of any provisions of any Service Agreement executed hereunder shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.
- B. Pipeline may, without relieving itself of its obligations under the Service Agreement, assign any of its rights thereunder to a company with which it is affiliated. Otherwise, no assignment of the Service Agreement, or of any of the rights or obligations thereunder, shall be made unless the assigning party first obtains the written consent of the other party. Consent shall not be unreasonably withheld.
- C. Any Service Agreement executed hereunder, and the respective obligations of the parties thereunder, are subject to all present and future valid laws, orders, rules and regulations of duly constituted authorities, having jurisdiction over the parties, their facilities or gas supply, the Service Agreement or any provision thereof. Neither party shall be held in default for failure to perform the Service Agreement if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities, provided however, that nothing herein shall excuse Customer's obligation to pay reservation charges it has agreed to pay.
- D. The interpretation and performance of any Service Agreement executed hereunder shall be in accordance with the laws of the State of Delaware, without recourse to the law regarding conflict of laws.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1070 Original Sheet No. 1070 : Effective

GENERAL TERMS AND CONDITIONS
DESCRIPTIVE HEADINGS

24. DESCRIPTIVE HEADINGS

The subject headings of the provisions of this FERC Gas Tariff and any Service Agreements executed hereunder, are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1071 Original Sheet No. 1071 : Effective

GENERAL TERMS AND CONDITIONS
PREGRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL

25. PREGRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL

25.1 Pregranted Abandonment. Upon expiration and/or termination of any Service Agreement for services rendered pursuant to Part 284 of the Commission's regulations, Pipeline is entitled to pre-granted abandonment of service under the expired and/or terminated Service Agreement, without further application to the Commission for abandonment authority, subject to any right of first refusal (ROFR) Customer may have pursuant to this Section 25.

25.2 Right of First Refusal.

- A. Customer shall have a ROFR as set forth in this Section 25 only where Customer's Service Agreement or amendment thereto provides for services rendered pursuant to Part 284 of the Commission's regulations and under Firm Transportation Rate Schedules: (A) with a term of twelve or more consecutive months of service; or (B) provides for services under Firm Transportation Rate Schedules that are not available for twelve consecutive months, with a multiyear term. Furthermore, unless otherwise agreed between Pipeline and Customer, no ROFR shall apply to any such Service Agreement, or amendment thereto, entered into after March 27, 2000, that includes a negotiated or discounted rate. Customer's ROFR gives it the right to continue service under Customer's existing Rate Schedule and service rights, except as modified by this Section, to the extent that Customer matches competing bids as set forth hereunder. Pipeline and Customer may also agree to expressly provide for a ROFR in a Service Agreement not otherwise described in this Section 25.
- B. Customer shall notify Pipeline in writing of its intent to exercise its ROFR within one month from the date that either party gives notice of termination relating to all or portion of the quantities under the service agreement. When providing notice of its intent, Customer may elect to exercise its ROFR with respect to a portion of its capacity and to have pre-granted abandonment apply to the remainder. For any eligible Service Agreement that terminates by its own terms, with no prior notification required by either party, Customer shall be presumed to have elected to retain the right to exercise its ROFR for the entire amount of the capacity, unless Customer has informed Pipeline otherwise in writing.
- C. If a Customer elects to exercise the ROFR as to only a portion of its capacity, its rights under its contracts shall be reduced as follows: (1) Customer's maximum entitlement shall be reduced in the same proportion on each Day that Customer is entitled to receive service during the year; (2) to the extent that Customer had rights at Points of Receipt and Delivery (including MDDOs) in excess of its maximum transportation entitlements, the aggregate point rights shall be reduced in proportion to the reduction in transportation capacity; and (3) Customer shall retain the same Points of Receipt and Delivery with a proportionate reduction in its rights at each Point unless Customer requests a disproportionate reduction, which Pipeline will honor unless Customer's request is operationally infeasible or would adversely affect system operations.
- D. To the extent that Customer elects not to exercise its option to exercise its ROFR or waives its ROFR pursuant to GT&C Section 25.2.G, or fails to give timely notice to Pipeline, Pipeline shall post the availability of such capacity in accordance with the provisions of GT&C Section 25.
- E. In the event that a Service Agreement is permanently released pursuant to GT&C Section 15, the Replacement Shipper shall succeed to all of the elements of the ROFR originally held by the Releasing Shipper. In the event that a Service Agreement is released on a temporary basis, the Releasing Shipper's ROFR shall not be affected and the Replacement Shipper shall have no ROFR.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1072 Original Sheet No. 1072 : Effective

GENERAL TERMS AND CONDITIONS
PREGRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL

25.2 Right of First Refusal (Cont.)

F. Posting and Bidding Procedures for ROFR Capacity

1. When Customer retains its right to exercise its ROFR, Pipeline shall post such capacity for bidding no earlier than one year prior to the expiration of the Service Agreement, and the bidding period for the capacity shall be completed no later than 60 days prior to the expiration of the Service Agreement. The capacity shall be posted on Pipeline's Website for no less than five Business Days. Such postings shall include the information described in GT&C Section 26.2.B.
2. Eligible bidders shall be identified in accordance with the bidding procedures described in GT&C Section 26.3, and shall comply with and be bound by such procedures. Pipeline shall entertain bids for all or any part of the posted ROFR capacity.
3. Pipeline shall reject any invalid bids and evaluate and determine the best bid, if any, for the posted ROFR capacity in accord with the standards of GT&C Section 26.4.
4. Pipeline shall notify Customer and the winning bidder in writing of the best bid(s), within five Business Days after the close of the bid period. The notice to Customer shall include an executable copy of a Service Agreement in the Form of Service Agreement set forth in this Tariff and containing the matching terms. If a competing bidder or bidders submits a bid for only a portion of Customer's capacity subject to the ROFR, Customer must match that bid to retain the amount of capacity to which the bid applies. To retain capacity, Customer must match the competing bids up to the Recourse Rate applicable to the service currently being provided under the subject Service Agreement, for the term bid by the best bidder. In determining whether the existing Customer's bid matches the best third party bid, Pipeline shall use the evaluation criteria specified in its posted notice pursuant to GT&C Section 26.2, as applied to the quantity of service that Customer elects to retain. The executed Service Agreement must be received by Pipeline within fifteen Business Days of the date of Pipeline's best bid notification.
5. If Customer elects not to match the best bid, then such election shall constitute an irrevocable waiver of Customer's ROFR and Pipeline shall deliver a Service Agreement to the winning bidder for execution pursuant to the terms of GT&C Section 26.
6. If no competing bidder submits an acceptable bid for all or part of the posted capacity, Pipeline shall notify Customer that no acceptable bid was submitted within five Business Days after the close of the bid period. Customer may exercise its ROFR for all or a part of the capacity by notifying Pipeline, in writing, that Customer agrees to continue to receive service under the current Rate Schedule and to pay the effective maximum rates applicable to the service. If Customer retains only part of its capacity, its rights shall be reduced in accordance with GT&C Section 25.2.C above. Customer's notice to Pipeline must be made within ten Business Days of the date when Customer receives Pipeline's notification and shall also include the level of service and length of term that Customer elects. Nothing in this paragraph shall preclude Pipeline and Customer from agreeing to extend the Service Agreement on mutually agreeable terms.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1073 Original Sheet No. 1073 : Effective

GENERAL TERMS AND CONDITIONS
PREGRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL

25.2 Right of First Refusal (Cont.)

F. Posting and Bidding Procedures for ROFR Capacity (Cont.)

7. Within ten Business Days after receipt of such further notice from Customer, Pipeline shall deliver an executable copy of a Service Agreement in the Form of Service Agreement set forth in this Tariff to Customer containing the terms described above. Within ten Business Days of receipt of such Service Agreement from Pipeline, Customer shall execute the agreement and return a copy to Pipeline, as directed.

- G. Customer's failure to abide in a timely manner to the applicable notice requirements of GT&C Section 25.2.B and, if applicable, GT&C Section 25.2.F.6, or to the applicable deadline for Service Agreement execution set forth in GT&C Section 24.2.F.4 and F.7, shall constitute an irrevocable waiver of Customer's ROFR.

H. Limitations

1. The ROFR provisions of this Section 25 are intended to permit Customer to continue to receive service in substantially the same form as provided under the expiring Service Agreement. The ROFR rights described in this Section shall apply solely to the original terms of the expiring Service Agreement and shall not be expanded to include changes that would be considered requests for new service under GT&C Section 11.
 - a. If Customer's expired or terminated Service Agreement provided for service on a seasonal basis then Pipeline shall not be required to provide transportation service to Customer under a new Service Agreement executed pursuant to an exercise of a ROFR on a year-round basis or for a different season.
 - b. If Customer's expired or terminated Service Agreement provided for year-round service then Pipeline shall not be required to provide transportation service to Customer under a new Service Agreement executed pursuant to an exercise of a ROFR on a seasonal or less than continuous basis.
2. Notwithstanding anything to the contrary in this Tariff, Pipeline shall not be obligated to accept any bid or execute any Service Agreement to provide service at a rate that is less than the Recourse Rate.
3. Pipeline shall not be obligated to include an evergreen or rollover provision in any new firm Service Agreement executed pursuant to GT&C Section 25.2.F.6.
4. Notwithstanding anything to the contrary in this Tariff, Pipeline may agree with any Customer, on a not unduly discriminatory basis, to an extension of the term of a long-term Service Agreement for an additional term to be negotiated on a case-by-case basis.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet No. 1074 Sheet No. 1074 : Effective

Reserved for future use.

GENERAL TERMS AND CONDITIONS
ALLOCATION OF AVAILABLE FIRM CAPACITY

26. ALLOCATION OF AVAILABLE FIRM CAPACITY

26.1 This Section 26 sets forth procedures for allocating existing firm capacity that becomes available on Pipeline's system. It shall not apply to capacity that is: (a) offered through the capacity release program of GT&C Section 15; or (b) subject to a ROFR under GT&C Section 25; or (c) reserved for future expansion projects, as defined in GT&C Section 27.

26.2 Posting of Available Firm Capacity

- A. Pipeline shall undertake to post known available capacity on the Website no less than 30 days prior to the date that it is to become available. Capacity that will be available for less than five months shall be posted for no less than one Business Day. All other capacity shall be posted for no less than five Business Days.
- B. The posting shall include the following information, as applicable: (1) Points of Receipt and Delivery, (2) total quantities subject to bid, (3) the date when the capacity will become available or service will commence, (4) the Recourse Rate applicable to the service offered, (5) the applicable rate schedule, (6) the posting period, including any deadline for bids, (7) any limitations on availability of service, (8) whether the capacity is subject to any reserve rate or formula, (9) the criteria by which Pipeline will evaluate bids, (10) whether Pipeline will entertain contingent bids, and (11) any other conditions applicable to the capacity offered.

26.3 Bidding Procedures

- A. Eligible Bidders
 - 1. Any party desiring to submit a bid under this Section must first pre-qualify by demonstrating that it meets the creditworthiness standards of GT&C Section 6 for the value of its bid.
 - 2. Upon successful pre-qualification, the bidder shall be placed on Pipeline's approved bidder list, and shall be eligible to bid for capacity. An approved bidder shall remain on Pipeline's approved bidder list until such bidder: (1) notifies Pipeline to the contrary; (2) in Pipeline's judgment no longer meets the credit qualifications of GT&C Section 6; or (3) is suspended for failure to pay part or all of the amount of any bill for service from Pipeline.
- B. All bids must be submitted by facsimile, using the Form of Bid posted on Pipeline's Website, or by requesting firm service in accordance with GT&C Section 11. A service request under Section 11 that remains in the queue, and that includes authorization under GT&C Section 11, shall be considered by Pipeline to be a timely and valid bid under this Section 26.
- C. All bids must state the reservation charge or other form of revenue that will be guaranteed over the term of the Service Agreement. Unless otherwise specifically provided in the bid posting, the bidder shall pay all applicable usage charges, surcharges, and any other applicable charges and penalties, as adjusted from time to time, in addition to the bid price.
- D. Withdrawals of Offers or Bids. Bids for capacity are legally binding on the bidder until written notice of withdrawal is received by Pipeline; provided, however, bids cannot be withdrawn after the close of the bid period, and, provided further, a bidder may not withdraw a bid and resubmit a bid with a lesser value.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1076 Original Sheet No. 1076 : Effective

GENERAL TERMS AND CONDITIONS
ALLOCATION OF AVAILABLE FIRM CAPACITY

26.4 Evaluation Criteria and Award of Capacity

- A. Pipeline may establish a reserve rate or formula that shall establish the minimum rate or value that Pipeline would accept for capacity being posted, and that may vary over the term for which the posted capacity is available. The reserve rate or formula shall not exceed the applicable maximum rate, and shall be established prior to posting capacity for the bid. Pipeline shall not be required to disclose the reserve rate or formula at the time of posting, but shall record and maintain such reserve rate or formula for a period of three years for validation purposes. In the event that a participating bidder challenges in writing Pipeline's failure to award the capacity to it, Pipeline will reveal the reserve rate to the FERC office of Administrative Dispute Resolution, or another mutually agreeable neutral third party, on a confidential basis to confirm that the capacity was awarded in accordance with the Tariff.
- B. Pipeline may establish objective and non-discriminatory factors determined by Pipeline to be relevant to the granting of the request, including the treatment of contingent bids, which shall be considered in evaluating bids for capacity. Notice of any such factors to be considered shall be posted on the Website at the time Pipeline posts the notice of available capacity under this Section 26.
- C. Pipeline shall have the right to reject any bid that: (1) does not meet the minimum requirements or conditions specified in the posting, (2) if accepted, may detrimentally impact the operational integrity of Pipeline's system, (3) is for less than the Pipeline's Recourse Rate applicable to the service, (4) contains terms and conditions inconsistent with those contained in this Tariff, (5) is made by an ineligible bidder, (6) includes conditions or contingencies not specifically allowed in the posting, or (7) purports to alter the bidder's obligation to pay all applicable usage charges, surcharges, and any other applicable charges and penalties.
- D. To the extent that a bidder offers to pay rates in excess of any then-applicable maximum rate component, Pipeline shall consider that bid to be equivalent to the applicable maximum rate component for purposes of awarding capacity. Pipeline shall evaluate valid bids based on one of the following methods, as identified in the posted notice:
 - 1. The highest net present value of the reservation charges or other source of guaranteed revenue to be received by Pipeline over the term of service; or,
 - 2. The highest reservation charge bid, or other source of guaranteed revenue, provided that such bid meets Pipeline's stated terms. A bid may be higher than the Recourse Rate, but Pipeline shall not consider that portion of such bid in its bid evaluation process.
 - 3. An alternate objective method chosen by Pipeline, posted at least three days before the capacity is posted for bid. Such method must be applicable to all bidders, and not unduly discriminatory. The method shall be objectively stated, with sufficient specificity to reasonably determine and apply the method or formula to be used and to rank all bids received, utilizing the elements contained in the bid.
- E. Pipeline shall award the capacity to the qualifying bidder(s), if any, that produce(s) the best bid result as determined in accordance with this Section 26, provided, however, that where Pipeline agrees to a discounted rate, Pipeline shall not be required to offer a term greater than one month unless the discounted rate exceeds Pipeline's reserve rate or formula.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1077 Original Sheet No. 1077 : Effective

GENERAL TERMS AND CONDITIONS
ALLOCATION OF AVAILABLE FIRM CAPACITY

26.4 Evaluation Criteria and Award of Capacity (Cont.)

F. Tie-Breakers

1. Bids that offer to pay the maximum authorized rate applicable to the offered service shall be considered superior to a bid to pay a specified dollar rate that is equal to the currently-effective maximum tariff rate.
2. For equal tying bids, capacity shall be allocated to the bidder that submitted its winning bid first in time, unless Pipeline specifies another objective, non-discriminatory method of addressing equal tying bids in its posting.

G. Pipeline shall post the material terms of the winning bid(s) on its Website, immediately after the bid is awarded.

H. Contracting. Pipeline shall notify the successful bidder in writing of any award of capacity and Pipeline shall deliver to the successful bidder(s) a Service Agreement that confirms the terms of the accepted bid(s) for the available capacity, within five Business Days of the close of the bidding period. The successful bidder(s) shall sign and return the executed Service Agreement to Pipeline within ten Business Days of receipt of the Service Agreement from Pipeline. In the event the winning bidder fails to execute the Service Agreement in a timely fashion, Pipeline shall have (1) to offer the capacity to the next highest bidder or bidders, if any, that have submitted an acceptable bid or bids; or (2) post the capacity for bid again.

26.5 Pre-arranged Deal. Pipeline may enter into a contingent Service Agreement with any party (pre-arranged shipper) for capacity that remains uncommitted after posting pursuant to this Section 26 or GT&C Section 25, provided that Pipeline posts the terms of the Service Agreement on its Website for no less than 48 Hours. During such time, any approved bidder may submit a bid in accordance with the bidding procedures established in this Section 26. Pipeline shall evaluate and award the capacity in accordance with this Section 26, except that Pipeline shall not be limited to the use of maximum rates when evaluating the bids. In the event of a tie, the pre-arranged shipper shall be awarded the capacity. The pre-arranged shipper shall have a one-time right to match a higher bid or combination of bids in order to obtain the capacity. If the pre-arranged shipper fails to match the higher bid within 48 Hours, then Pipeline shall award the capacity to the highest bidder.

26.6 If any capacity remains uncommitted after posting in accordance with the provisions of this Section 26 or GT&C Section 25, Pipeline may hold such capacity for Pipeline's own use, re-post the capacity pursuant to Sections 26.3 and 26.4, sell the capacity on a pre-arranged deal basis pursuant to Section 26.5 or reserve such capacity for expansion projects pursuant to Section 27.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet No. 1078 Sheet No. 1078 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1079 Original Sheet No. 1079 : Effective

GENERAL TERMS AND CONDITIONS
CAPACITY RESERVED FOR EXPANSION PROJECTS

27. CAPACITY RESERVED FOR EXPANSION PROJECTS

- 27.1 Notwithstanding any other provision of this tariff, Pipeline reserves the right to reserve for expansion projects any unsubscribed capacity or capacity under expiring or terminating Service Agreements where such Agreements do not have a ROFR or Customer does not exercise its ROFR pursuant to the terms of this Section 27.
- 27.2 Prior to reserving capacity under this Section 27, Pipeline shall post for bidding and award the capacity using the procedures of GT&C Section 26. Capacity will be posted for at least five (5) Business Days before it is reserved. As part of its posting, Pipeline shall have the right to establish minimum terms and conditions equivalent to those applicable to the open season that Pipeline has held or will hold in connection with a future expansion project. In the event that the open season held in connection with the future expansion project imposes minimum terms and conditions that are materially different than those stated in the posting for reserving capacity, Pipeline shall re-post for bidding and award the reserved capacity using the same minimum terms and conditions as were imposed in the expansion project open season.
- 27.3 Pipeline may continue to reserve capacity under this Section 27 until the expansion project is placed in service; provided, however, that the reservation of capacity shall terminate one (1) year from the date that the notice was posted if Pipeline has not filed a certificate application for an expansion project or projects or if the expansion project for which the capacity is reserved does not go forward for any reason.
- 27.4 Pipeline shall maintain on its Website a notice describing the capacity that Pipeline has reserved under this Section 27. Pipeline's notice shall include: (1) a brief description of its expansion projects; (2) the quantity of capacity to be reserved; (3) the location of the proposed reserved capacity on Pipeline's system, including the proposed Receipt and Delivery Points and associated quantities at those points; (4) the projected in-service date of the expansion project; (5) information regarding the timing of the open season or other solicitation of bids for participation in the expansion project; and (6) the amount of reserved capacity that has been sold on an interim basis. The posted notice shall be updated from time to time, to reflect the sales of reserved capacity on an interim basis, expansion projects that have been placed in service, and material changes in the scope of any future expansion project affecting the level or nature of reserved capacity.
- 27.5 If unsubscribed capacity, that has been posted for bid remains unsubscribed after posting, and if such unsubscribed capacity is insufficient to serve the expansion project, the reservation posting or open season will include a non-binding solicitation for turnback capacity from Pipeline's existing Customers to serve the expansion project. Pipeline shall post on its Website a non-binding solicitation for expansion project related turnback capacity no later than ninety (90) days after the close of an expansion project's open season specifying the minimum term for a response to the solicitation.
- 27.6 Any capacity reserved under this Section 27 shall be made available pursuant to GT&C Section 26 for a limited term or terms calculated to end no later than the in-service date of the expansion project(s). For such limited-term agreements, Pipeline reserves the right to limit any roll-over or renewal rights provided in the Service Agreement and any ROFR, and shall state these limitations in its capacity posting. Any capacity reserved for a project that does not go forward for any reason shall be re-posted as generally available within thirty (30) days of the date the capacity becomes available, with the exception of capacity committed to in contracts entered into on an interim limited term basis until the in-service date of any expansion facilities during the period the capacity was reserved.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet No. 1080 Sheet No. 1080 : Effective

Reserved for future use.

GENERAL TERMS AND CONDITIONS
INDEMNIFICATION

28. INDEMNIFICATION

- 28.1 Except as provided for in GT&C Section 28.3, GT&C Section 18.4.A. or expressly agreed to otherwise in writing between the parties, each party to an executed Service Agreement shall bear responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the executed Service Agreement. In the event such breach, tortious act, or tortious omission proximately causes damage or injuries of any kind to the other party or to any third party, the offending party shall hold harmless and indemnify the non-offending party against any costs, claims or damages of any kind. As used in this Section 28, the term party shall mean a corporation or partnership entity or individual with whom Pipeline has a contractual relationship; the phrase "costs, claims or damages of any kind" shall include without limitation, costs, claims, damages, suits, actions, proceedings, debts, accounts, losses, expenses, liabilities, payment of royalties, taxes, license fees or charges, actual or punitive damages, litigation expenses, court costs, and/or attorneys' fees; and the phrase "tortious acts or tortious omissions" shall include, without limitation, sole or concurrent simple negligence, gross negligence, recklessness, and intentional acts or omissions.
- 28.2 Except insofar as one customer's acts in violation of its Service Agreement or this Tariff may result in another customer's costs, claims, or damages of any kind, neither this Tariff nor any of the Service Agreements executed for services hereunder contemplate any third party beneficiaries to any service, term, or condition of this Tariff or any applicable Service Agreement.
- 28.3 Except for costs, claims or damages of any kind resulting from Pipeline's gross negligence, undue discrimination, or willful misconduct, Pipeline shall not have liability to Customer, and Customer shall indemnify and hold Pipeline harmless from costs, claims or damages of any kind resulting from the following:
- A. Customer's Tender of Gas that does not conform to the quality specifications of GT&C Section 2;
 - B. Customer's Tender of Gas that does not meet the title requirements of GT&C Section 8;
 - C. Customer's failure to comply with a curtailment or interruption order made by Pipeline under GT&C Section 10 or any court or agency having jurisdiction;
 - D. Customer's failure to comply with GT&C Section 12, including any failure to make correct nominations, or to monitor scheduled quantities on Pipeline's Website;
 - E. Pipeline's reliance upon an allocation method at a Point of Receipt or Delivery such as those described in GT&C Section 14;
 - F. Pipeline's administration of capacity releases in accordance with Customer's instructions, as described in GT&C Section 15;
 - G. Customer's use of or failure to properly use Pipeline's Website including the E-SCRIPT System, which Website is maintained pursuant to GT&C Section 16; or
 - H. Customer's failure to provide and keep current the contact information required by GT&C Section 18.1.D.2.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet No. 1082 Sheet No. 1082 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1083 Original Sheet No. 1083 : Effective

GENERAL TERMS AND CONDITIONS
OFF-SYSTEM PIPELINE CAPACITY

29. OFF-SYSTEM PIPELINE CAPACITY

From time to time, Pipeline may enter into transportation and/or storage agreements with other interstate or intrastate pipeline companies (off-system pipeline). In the event that Pipeline acquires capacity on an off-system pipeline, Pipeline will only render service to Customers on the acquired capacity pursuant to Pipeline's FERC Gas Tariff and subject to Pipeline's approved and/or negotiated rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 29, the "Shipper must have title" requirement is waived.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1084 Original Sheet No. 1084 : Effective

GENERAL TERMS AND CONDITIONS
UNAUTHORIZED GAS

30. UNAUTHORIZED GAS

- 30.1 For purposes of this Section 30, Unauthorized Gas shall mean all Gas introduced, whether intentionally or otherwise, into any of Pipeline's facilities without express authorization from Pipeline, which is not otherwise subject to any Service Agreement under Pipeline's Tariff that authorizes the introduction of such Gas.
- 30.2 Upon the detection of Unauthorized Gas on any of Pipeline's facilities, Pipeline shall issue notice on its Website, directing all responsible parties to either obtain authority for the introduction of such Gas or to remove it from the pipeline system, within 72 hours. Pipeline shall make reasonable efforts to provide direct written notice or notice via facsimile to the suspected owner or Customer of such Unauthorized Gas.
- 30.3 Upon the expiration of the 72-hour notice period, any Unauthorized Gas volumes that have not been attributed to an effective Service Agreement or removed from Pipeline's facilities shall be confiscated, at no cost to Pipeline or Pipeline's Customers. Pipeline shall value such confiscated Unauthorized Gas at the Monthly Low Gas Price Index as applicable for the month in which the gas was confiscated.
- 30.4 Pipeline shall continue to confiscate any additional quantities of Unauthorized Gas from the detected source on a monthly basis, until such Gas is attributed to an effective Service Agreement.
- 30.5 On a monthly basis in a subaccount of Account No. 253 - Other Deferred Credits ("Deferred Account"), Pipeline shall record a credit for the value of the confiscated Unauthorized Gas pursuant to GT&C Section 30.3 above, and shall record a debit for any costs associated with the management of such confiscated Unauthorized Gas. In addition, the Deferred Account shall be credited for a carrying charge, which shall be determined by the product of 30.5.A. and 30.5.B. below:
- A. The balance in the Deferred Account, exclusive of carrying charges accrued pursuant to GT&C Section 30.5.B. net of the related deferred tax amounts, if any, as of the end of the Immediately preceding month.
 - B. The Interest Rate divided by 365, or 366 in a leap year, and then multiplied by the number of days in the applicable Month.
- 30.6 Within sixty days of the end of the Annual Period, or at any time the balance in the Deferred Account exceeds \$100,000, Pipeline shall have the right to refund the balance in the subaccount through an invoice credit in the next billing cycle. Such credits shall be allocated pro rata based on annualized contract MDTQs for firm service customers with contract terms of one year or greater and based on annual volumes for the preceding calendar year for firm service customers with contract terms of less than one year or for interruptible service customers. For purposes of this calculation, an annual period shall be the twelve Months commencing each December 1st and ending the following November 30th with the first period commencing upon the implementation of service under this Tariff and concluding the following November 30th.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 1085 - 1089 Sheet Nos. 1085 - 1089 : Effective

GENERAL TERMS AND CONDITIONS

Section 31 is Reserved For Future Use

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1090 Original Sheet No. 1090 : Effective

GENERAL TERMS AND CONDITIONS
DISCOUNT TERMS

32. DISCOUNT TERMS

- 32.1 In the event that Pipeline agrees to discount its maximum rates for service under Rate Schedules contained in this Tariff, then Pipeline and Customer may agree to the types of discounts specified herein without such discounts constituting a material deviation from Pipeline's Form of Service Agreement. Pipeline and Customer may agree that a specified discounted rate will apply: (1) only to specified quantities under the Service Agreement; (2) only if specified quantities are achieved or only with respect to quantities below a specified level; (3) only during specified periods of time; (4) only to (a) specified point(s), combination of points, market(s), or other defined geographical area(s); (5) only to reserves committed by Customer; and/or (6) only in a specified relationship to the quantities Delivered (i.e. that the maximum rate will be adjusted in a specified relationship to quantities Delivered). Notwithstanding the foregoing, no discounted rate shall be less than the applicable minimum rate.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1091 Original Sheet No. 1091 : Effective

GENERAL TERMS AND CONDITIONS
NOTICES

33. NOTICES

Unless otherwise provided in this Tariff, all communications and notices shall be via the Website and/or through internet e-mail or to Customer's internet address. If notice or communication is made in writing, it shall be considered as duly presented, rendered, submitted, transmitted or delivered when received.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1092 Original Sheet No. 1092 : Effective

GENERAL TERMS AND CONDITIONS
NONCONFORMING SERVICE AGREEMENTS

34. NONCONFORMING SERVICE AGREEMENTS

Pipeline shall have no obligation to enter into a Service Agreement that does not conform to the Form(s) of Agreement that are part of this Tariff. If, however, Pipeline agrees to deviate from the Form(s) of Agreement, it shall file with the Commission any Service Agreement that does not materially conform to the Form(s) of Service Agreement as effective at the time the Service Agreement is executed. A list of Nonconforming Service Agreements shall be included in this Tariff on Sheet Nos. 1700-1799.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1093 Original Sheet No. 1093 : Effective

GENERAL TERMS AND CONDITIONS
NEGOTIATED RATES

35. NEGOTIATED RATES

- 35.1 Notwithstanding anything to the contrary in this Tariff, Pipeline may charge a Negotiated Rate for service under any Rate Schedule to any Customer that has access to service at the applicable Recourse Rate pursuant to the applicable Rate Schedule and agrees to pay such Negotiated Rate.
- 35.2 A Negotiated Rate shall mean a rate calculated pursuant to a rate formula or any rate for service where, for at least some portion of the contract term, one or more of the individual rate components may exceed the maximum charge, may be less than the minimum charge, for such component, or may be within the maximum and minimum recourse rate thresholds, may be based upon a rate design other than Straight Fixed Variable (SFV), and may include a minimum volume. Negotiated Rates shall be mutually agreed to and set forth in writing.
- 35.3 A Customer paying for service under a Negotiated Rate higher than the maximum rate is deemed to have paid the maximum rates for purposes of scheduling, curtailment or interruption of service.
- 35.4 To make a Negotiated Rate effective, Pipeline shall file at its option at least one day prior to the effective date of such Negotiated Rate either the agreement or a numbered tariff sheet in this Tariff, stating: Customer's exact legal name, the Negotiated Rate or rate formula, applicable Rate Schedule, Points of Receipt and Delivery, contract quantities, contract duration and an affirmation that the affected Service Agreement(s) does not deviate in any material aspect from the Form of Service Agreement in this Tariff. Pipeline shall file these descriptions in Sheet Nos. 1800-1899 of this Tariff.
- 35.5 Pipeline shall record each volume transported, billing determinant, rate component, surcharges, and revenue associated with its negotiated rates, so that these may be filed and separately identified and separately totaled for reporting purposed.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1094 Original Sheet No. 1094 : Effective

GENERAL TERMS AND CONDITIONS
PERIODIC RATE ADJUSTMENTS

36. PERIODIC RATE ADJUSTMENTS

Pipeline may, from time to time propose and file with FERC, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions, and modification to (i) Pipeline's rates and Rate Schedules, and/or (ii) the General Terms and Conditions of Pipeline's tariff, provided, however, that Customers shall have the right to intervene in and/or protest any such changes before FERC (or any successor governmental agency) or other authorities and to exercise any other rights that Customers may have with respect thereto.

Effective Date: 12/16/2005 Status: Effective
FERC Docket: CP05- 77-001

Original Sheet No. 1095 Original Sheet No. 1095 : Effective

GENERAL TERMS AND CONDITIONS
OVERRUNS, PENALTIES AND REVENUE CREDITING

37. OVERRUNS, PENALTIES AND REVENUE CREDITING

- 37.1 Authorized Overrun Service. If, on any Gas Day, Customer requests from Pipeline, prior to Gas flow, Delivery of Gas in excess of its applicable MDTQ, MDDO, MDRO or segment entitlement and Pipeline agrees to provide such transportation service, Customer shall be subject to an overrun charge for all quantities of Gas Delivered in excess of 102% of Customer's applicable MDTQ, MDDO, MDRO or segment entitlement in addition to the applicable reservation and usage charges, and any other applicable charges and penalties. The authorized maximum overrun charges shall be published on Sheet No. 51.
- 37.2 Unauthorized Overrun Penalty. If on any Gas Day Customer exceeds its applicable MDTQ without the approval of Pipeline, an evaluation will be made as to whether it is a critical or a non-critical event, i.e., whether or not it causes operational problems. Customer shall be subject to the applicable overrun penalty for all quantities Delivered in excess of 102% of its applicable MDTQ, MDDO, MDRO or segment entitlement in addition to the applicable reservation and usage charges, and any other applicable charges and penalties. The overrun penalties shall be published on Sheet No. 51 and shall equal \$25.00 per Dt for a critical event or twice the currently effective IT rate for a non-critical event plus the Gas Price Index for each Dt of Gas taken in excess of 102% of Customer's MDTQ, MDDO, MDRO or segment entitlement or any revised entitlement established by the allocation procedures of GT&C Section 10.
- 37.3 Scheduling Penalty. If Deliveries to Customer on any Gas Day deviate from the scheduled quantity by more than 5%, then Customer shall be subject to a scheduling penalty. The scheduling penalty shall equal the rate published on Sheet No. 51 for each Dt of deficiency below 95% of scheduled quantities and each Dt of excess above 105% of scheduled quantities. Customer shall pay the Scheduling Penalty in addition to any other applicable charges and penalties.
- 37.4 Reserved

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1096 Original Sheet No. 1096 : Effective

GENERAL TERMS AND CONDITIONS
OVERRUNS, PENALTIES AND REVENUE CREDITING

37.5 Crediting of Penalty Revenues.

- A. Pipeline shall credit each month a subaccount of Account No. 254 by the penalty revenues, net of Related Costs, received by Pipeline from its customers pursuant to GT&C Sections 18.5, 37.2 and 37.3. The monthly penalty revenues entered into the subaccount shall be identified by Customer and by Rate Schedule so that Pipeline can determine the identity of Offending and Non-Offending Customers taking service under each Firm Transportation Rate Schedule. On July 31 of each year, Pipeline shall credit the April 30 balance of the subaccount, including Interest, to the appropriate customers by means of a cash payment via check or wire transfer. Where a credit amount due to any customer is less than \$10,000, Pipeline shall have the option to provide the amount by means of a credit to that customer's bill, which shall be separately identified as such a credit. Where there is no Non-Offending Customer in a particular month, Pipeline may retain any penalty revenue.
- B. Pipeline shall allocate penalty revenues received each month from transportation customers among eligible Non-Offending Customers in proportion to transportation reservation revenues received.
- C. Within 30 days of the annual crediting of the amounts required under this section, Pipeline shall file a report with the Commission setting forth, by month, the amount of penalty revenues received from Offending Customers, Related Costs that Pipeline netted against such revenues and the penalty revenues allocated to each Non-Offending Customer. The report shall detail the nature of Related Costs and the nexus between the incurrence of Related Costs and the action that resulted in a penalty. To the extent that the Commission finds that Pipeline has not demonstrated that the "Related Costs" reported by Pipeline qualify as such under the definition set forth in GT&C Section 37.5.D, Pipeline shall return any such amounts to the relevant subaccount with interest.
- D. The following definitions shall apply to this Section 37.5:
 1. "Related Costs" are all out-of-pocket costs incurred as a direct result of an Offending Customer's imbalance, unauthorized overrun, failure to abide by an OFO, or other misconduct, to the extent that Pipeline demonstrates that the costs are not already recovered in rates.
 2. "Non-Offending Customers" are Pipeline's customers, including Customers paying Negotiated Rates, that were not assessed a penalty by Pipeline in the applicable month.
 3. "Offending Customers" are Pipeline's customers that were assessed a penalty by Pipeline in the applicable month.

- 37.6 The payment of an authorized overrun charge or overrun penalty shall not under any circumstances be construed as giving Customer the right to take such overruns; nor shall payment be construed as a substitute for any other remedies available to Pipeline or to any other Customer against the Customer receiving the unauthorized overrun for failure to adhere to its obligations under the provisions of the Rate Schedule, the Service Agreement or the GT&C. Pipeline shall post on the Website the options available to Customer to minimize or avoid the overrun service charges described in this Section 37. Such posting shall include alternative services, if any, offered by Pipeline.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet No. 1097 Sheet No. 1097 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 1098 Original Sheet No. 1098 : Effective

GENERAL TERMS AND CONDITIONS
CREDITING OF REVENUE FROM INTERRUPTIBLE AND
SHORT-TERM FIRM TRANSPORTATION SERVICES

38. CREDITING OF REVENUE FROM INTERRUPTIBLE AND SHORT-TERM FIRM TRANSPORTATION SERVICES
- 38.1 For each dekatherm of interruptible transportation service rendered for Customer (Interruptible Customers), Pipeline shall accrue a revenue credit in the amount charged pursuant to Section 4 of Rate Schedule IT-1, net of applicable surcharges and variable costs incurred in providing the service.
- 38.2 For each dekatherm of short-term, term of less than one year, firm transportation service rendered for Customer (Short-Term Customers), a Pipeline shall accrue a revenue credit in the amount charged pursuant to Section 4 of Rate Schedule FT-1, net of applicable surcharges and variable costs incurred in providing the service.
- 38.3 Pipeline shall credit one hundred percent of the revenue credits accrued during the calendar year, as described in this Section 38, to Customers paying Recourse or Negotiated Reservation Rates under contracts with terms of one year or greater (Long-Term Customers), and to Interruptible Customers and Short-Term Customers. Such credits shall be allocated pro rata based on annualized contract MDTQs for Long-Term Customers and based on annual volumes for the preceding calendar year for Interruptible Customers and Short-Term Customers, and shall be paid to Customers via a credit on the invoices sent to Customer for services provided during March (or the next available month) of each year. Pipeline shall accrue Interest for the period January 1st through March 1st of the year in which Customer invoices are credited.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 1099 - 1699 Sheet Nos. 1099 - 1699 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 1700 - 1799 Sheet Nos. 1700 - 1799 : Effective

Reserved for future use.

(Placeholder for Non-conforming Agreements)

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 1800 - 1899 Sheet Nos. 1800 - 1899 : Effective

Reserved for future use.

(Placeholder for Negotiated Rates)

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 1900 - 1999 Sheet Nos. 1900 - 1999 : Effective

Reserved for future use.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 2000 Original Sheet No. 2000 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION OF GAS
UNDER A FIRM TRANSPORTATION RATE SCHEDULE

AGREEMENT made as of this _____, by and between Dominion South Pipeline Company, LP, a Delaware Limited Partnership, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Customer," For firm transportation service through Pipeline's facilities designated as _____ in the Preliminary Statement of Pipeline's FERC Gas Tariff and the terms of Rate Schedule FT-__.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I - Quantities

The maximum quantities of Gas that Pipeline shall transport for Customer shall be as set forth on Exhibit A, attached hereto. Exhibit A is hereby incorporated as part of this Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE II - Rate

- A. Unless otherwise mutually agreed in a written amendment to this Agreement, beginning on _____, Customer shall pay Pipeline for transportation services rendered pursuant to this Agreement, the maximum rates and charges provided under Rate Schedule FT-__ set forth in Pipeline's effective FERC Gas Tariff, including applicable surcharges, penalties and the Transportation Fuel Retention Percentage.
- B. Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule FT-__; (ii) Pipeline's Rate Schedule FT-__; and/or (iii) any provision of the GT&C under Pipeline's Tariff. Customer shall have the right to take any position before the appropriate regulatory authority in response to any filing contemplated in this paragraph, unless Customer has otherwise agreed not to take a particular position.

ARTICLE III - Term of Agreement

- A. Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect for a primary term of _____, and for an extended term of _____ [state a period of time] thereafter, until either party terminates this Agreement by giving written notice to the other at least _____ months prior to the start of the next extended term.
- B. Any portions of this Agreement necessary to correct or cash-out imbalances or to make payment under this Agreement or as required by the GT&C will survive the other parts of this Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Agreement early and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

Effective Date: 12/16/2005 Status: Effective
FERC Docket: CP05- 77-001

Original Sheet No. 2001 Original Sheet No. 2001 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION OF GAS
UNDER A FIRM TRANSPORTATION RATE SCHEDULE

ARTICLE IV - Points of Receipt and Delivery

The Primary Points of Receipt and Delivery, the maximum quantities for each point for all Gas that may be Received and Delivered by Pipeline shall be as set forth on Exhibit A. Customer shall also be entitled to utilize additional points in accordance with applicable provisions of Pipeline's then-effective FERC Gas Tariff.

ARTICLE V - Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule FT-__, or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE VI - Agency Arrangement

Customer shall have the right to designate an agent or person to provide nomination and scheduling information, to receive invoices and make payments, to take actions necessary to release capacity and to handle imbalance resolutions for Customer on Customer's behalf. The agent may be the same as used for similar purposes with respect to transportation on Pipeline or other third-party pipeline. Customer must provide Pipeline with 30 days, advance written notice of its agent and the effective date after which Pipeline is to act in accordance with the directions of the agent. Pipeline shall be entitled to rely on the representations, actions, and other directions of the agent on behalf of Customer and will be fully protected in relying upon such agent. Customer indemnifies and holds Pipeline harmless with respect to actions taken by Pipeline in reliance on Customer's agent.

ARTICLE VII - Nonrecourse Obligation of Limited Partnership and Pipeline's Operator

Customer acknowledges and agrees that: (a) Pipeline is a Delaware Limited Partnership; (b) Customer shall have no recourse against any member of Pipeline or Pipeline's Operator with respect to Pipeline's obligations under this Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Agreement; (c) no claim shall be made against any member of Pipeline or Pipeline's Operator under or in connection with this Agreement; (d) no claims shall be made against Pipeline's Operator, its officers, employees, and agents, under or in connection with this Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the operator) and Customer shall provide Pipeline's Operator with a waiver of subrogation of Customer's insurance company for all such claims, and (e) this representation is made expressly for the benefit of the members in Pipeline and Pipeline's Operator.

Effective Date: 12/22/2008 Status: Effective
FERC Docket: RP09-94-000

First Revised Sheet No. 2002 First Revised Sheet No. 2002
Superseding: Original Sheet No. 2002

FORM OF SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION OF GAS
UNDER A FIRM TRANSPORTATION RATE SCHEDULE

ARTICLE VIII - Miscellaneous

- A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VIII.A requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval.
- B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and sent to the following addresses:

Pipeline: Dominion South Pipeline Company, LP
701 East Cary Street
Richmond, VA 23219
Attention: Managing Director,
Transmission Marketing and Customer Services

Customer:

or at such other address as either party shall designate by formal written notice.

- C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.
- D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

[If applicable:

ARTICLE IX - Prior Contract

This Service Agreement shall supersede and cancel, as of its effective date, the Service Agreement for transportation service between Customer and Pipeline dated _____.]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be signed by their duly authorized officials as of the day and year first written above.

Dominion South Pipeline Company, LP
(Pipeline)

(Customer)

By: _____

By: _____

Its: Managing Director, Transmission
Marketing & Customer Services

Its: _____
(Title)

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 2003 Original Sheet No. 2003 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION OF GAS
UNDER A FIRM TRANSPORTATION RATE SCHEDULE

EXHIBIT A
To The Firm Transportation Rate Schedule Agreement
Dated _____
Between Dominion South Pipeline Company, LP
And _____

A. Quantities

1. Customer may Tender and Pipeline shall Receive for Customer's account for transportation hereunder daily quantities of Gas up to a Maximum Daily Transportation Quantity (MDTQ) of _____ Dt, plus the applicable Transportation Fuel Retention Percentage, at the Point(s) of Receipt and Pipeline shall transport and Deliver for Customer's account such daily quantities Tendered, net of the Transportation Fuel Retention Percentage, up to the Customer's MDTQ at the Point(s) of Delivery.

B. Primary Points of Receipt and Delivery

1. Point(s) of Receipt:

- a. The Primary Point(s) of Receipt under this Agreement shall be: _____.
- b. The MDRO for the Primary Point(s) of Receipt shall be: _____.
- c. The maximum and minimum pressure requirements for the Point(s) of Receipt shall be: _____. [If applicable]
- d. The maximum hourly flow rate shall be: _____. [If applicable]

2. Point(s) of Delivery:

- a. The Primary Point(s) of Delivery under this Agreement shall be: _____.
- b. The MDDO for the Primary Point(s) of Delivery shall be: _____.
- c. The maximum and minimum pressure requirements for the Point(s) of Delivery shall be: _____. [If applicable]

3. Capacity Path. Customer's Capacity Path for firm transportation service under this Service Agreement shall be defined as from _____ [Primary Receipt Point] to _____ [Primary Delivery Point] _____ in the quantity of _____ Dt per Gas Day.

Effective Date: 12/16/2005 Status: Effective
FERC Docket: CP05- 77-001

Original Sheet No. 2004 Original Sheet No. 2004 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION OF GAS
UNDER A FIRM TRANSPORTATION RATE SCHEDULE

C. Negotiated Rate [If applicable]

1. Rates Described.

2. Inter-period allocation of revenues.

D. Description of any ROFR Rights:

E. Other Provisions Agreed to by the Parties Consistent with the GT&C:

Signed and dated for identification and/or amendment:

Effective Date: _____

Pipeline: _____

Customer: _____

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 2005 - 2029 Sheet Nos. 2005 - 2029 : Effective

Reserved For Future Use

Effective Date: 12/16/2005 Status: Effective
FERC Docket: CP05- 77-001

Original Sheet No. 2030 Original Sheet No. 2030 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION OF GAS
UNDER AN INTERRUPTIBLE TRANSPORTATION RATE SCHEDULE

AGREEMENT made as of this _____, by and between Dominion South Pipeline Company, LP, a Delaware Limited Partnership, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Customer," For interruptible transportation through Pipeline's facilities designated as _____ in the Preliminary Statement of Pipeline's FERC Gas Tariff and the terms of Rate Schedule IT-_____.

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I - Quantities

The maximum quantities of Gas that Pipeline shall transport for Customer on the above-identified Pipeline facilities shall be as set forth on Exhibit A, attached hereto. Exhibit A is hereby incorporated as part of this Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE II - Rate

- A. Unless otherwise mutually agreed in a written amendment to this Agreement, beginning on _____, Customer shall pay Pipeline for transportation services rendered pursuant to this Agreement, the applicable maximum rates and charges provided under Rate Schedule IT-_____ set forth in Pipeline's effective FERC Gas Tariff, including applicable surcharges, penalties, and the Transportation Fuel Retention Percentage.
- B. Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule IT-____; (ii) Pipeline's Rate Schedule IT-____; and/or (iii) any provision of the GT&C under Pipeline's Tariff. Customer shall have the right to take any position before the appropriate regulatory authority in response to any filing contemplated in this paragraph, unless Customer has otherwise agreed not to take a particular position.

ARTICLE III - Term of Agreement

- A. Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect for a primary term of _____, and for an extended term of _____ [state a period of time] thereafter, until either party terminates this Agreement by giving written notice to the other at least _____ months prior to the start of the next extended term.
- B. Any portions of this Agreement necessary to correct or cash-out imbalances or to make payment under this Agreement or as required by the GT&C will survive the other parts of this Agreement until such time as such balancing or payment has been accomplished.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 2031 Original Sheet No. 2031 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION OF GAS
UNDER AN INTERRUPTIBLE TRANSPORTATION RATE SCHEDULE

ARTICLE IV - Points of Receipt and Delivery

The Points of Receipt and Delivery for each point for all Gas that may be Received and Delivered by Pipeline shall be as specified on the most current master point lists applicable to Rate Schedule IT-____.

ARTICLE V - Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule IT-____, or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE VI - Agency Arrangement

Customer shall have the right to designate an agent or person to provide nomination and scheduling information, to receive invoices and make payments, to take actions necessary to release capacity and to handle imbalance resolutions for Customer on Customer's behalf. The agent may be the same as used for similar purposes with respect to transportation on Pipeline or other third party pipeline. Customer must provide Pipeline with 30 days, advance written notice of its agent and the effective date after which Pipeline is to act in accordance with the directions of the agent. Pipeline shall be entitled to rely on the representations, actions, and other directions of the agent on behalf of Customer and will be fully protected in relying upon such agent. Customer indemnifies and holds Pipeline harmless with respect to actions taken by Pipeline in reliance on Customer's agent.

ARTICLE VII - Nonrecourse Obligation of Limited Partnership and Pipeline's Operator

Customer acknowledges and agrees that: (a) Pipeline is a Delaware Limited Partnership; (b) Customer shall have no recourse against any member of Pipeline or against Pipeline's Operator with respect to Pipeline's obligations under this Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Agreement; (c) no claim shall be made against any member of Pipeline or Pipeline's Operator under or in connection with this Agreement; (d) no claims shall be made against Pipeline's Operator, its officers, employees, and agents, under or in connection with this Agreement and the performance of its duties as operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the operator) and Customer shall provide Pipeline's Operator with a waiver of subrogation of Customer's insurance company for all such claims, and (e) this representation is made expressly for the benefit of the members in Pipeline and Pipeline's Operator.

Effective Date: 12/22/2008 Status: Effective
FERC Docket: RP09-94-000

First Revised Sheet No. 2032 First Revised Sheet No. 2032
Superseding: Original Sheet No. 2032

FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION OF GAS
UNDER AN INTERRUPTIBLE TRANSPORTATION RATE SCHEDULE

ARTICLE VIII - Miscellaneous

- A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VIII.A requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval.
- B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and sent to the following addresses:
- Pipeline: Dominion South Pipeline Company, LP
701 East Cary Street
Richmond, VA 23219
Attention: Managing Director, Transmission Marketing and Customer Services
- Customer:
- or at such other address as either party shall designate by formal written notice.
- C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.
- D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

[If applicable:

ARTICLE IX - Prior Contract

This Service Agreement shall supersede and cancel, as of its effective date, the Service Agreement for transportation service between Customer and Pipeline dated _____.]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be signed by their duly authorized officials as of the day and year first written above.

Dominion South Pipeline Company, LP
(Pipeline)

(Customer)

By: _____

By: _____

Its: Managing Director,
Transmission Marketing & Customer Services

Its: _____
(Title)

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 2033 Original Sheet No. 2033 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION OF GAS
UNDER AN INTERRUPTIBLE TRANSPORTATION RATE SCHEDULE

EXHIBIT A

To the Interruptible Transportation Agreement
Dated _____
Between Dominion South Pipeline Company, LP
And _____

A. Quantities

1. Customer may Tender and Pipeline shall Receive for Customer's account for interruptible transportation hereunder daily quantities of Gas up to a Maximum Daily Transportation Quantity (MDTQ) of _____ Dt, plus the applicable Transportation Fuel Retention Percentage, at the Point(s) of Receipt and Pipeline shall transport and Deliver for Customer's account on an interruptible basis such daily quantities Tendered, net of the Transportation Fuel Retention Percentage, up to the Customer's MDTQ at the Point(s) of Delivery.

Signed and dated for identification and/or amendment:

Effective Date: _____

Pipeline: _____

Customer: _____

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 2034 - 2049 Sheet Nos. 2034 - 2049 : Effective

Reserved For Future use

Effective Date: 12/16/2005 Status: Effective
FERC Docket: CP05- 77-001

Original Sheet No. 2050 Original Sheet No. 2050 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE CAPACITY RELEASE PROGRAM
(CAPACITY RELEASE SHELL AGREEMENT)

AGREEMENT made as of this _____, by and between Dominion South Pipeline Company, LP, a Delaware Limited Partnership, hereinafter called "Pipeline," and _____, a _____, hereinafter called "Customer."

WHEREAS, Pipeline's Tariff provides that Pipeline's Customers may release capacity contracted for under a Firm Transportation Rate Schedule Service Agreement; and

WHEREAS, Customer desires to obtain released capacity as a Replacement Customer under Pipeline's Capacity Release Program, at the terms set forth in the Bid Agreement(s) separately executed and attached hereto;

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I - Quantities, Points of Receipt and Delivery, and Other Terms

- A. Subject to the execution of a Bid Agreement in accordance with the terms and conditions of Pipeline's Tariff, during the term of this Agreement, Customer may Tender to Pipeline Gas for transportation, Pipeline shall transport Gas for Customer and Customer shall Take from Pipeline the quantities transported, all as set forth in the effective Bid Agreements attached as Exhibits hereto.
- B. The maximum quantities of Gas that Pipeline shall Receive, transport and Deliver and that Customer may Tender and Take shall be as set forth on the effective Bid Agreements attached as Exhibits hereto, subject to any limitations imposed under Section 15 of the General Terms and Conditions of Pipeline's Tariff; provided, however, that at no time may Customer Tender or Take quantities in excess of the quantities specified in the Bid Agreements unless otherwise authorized (e.g., to make up imbalances).
- C. The quantity released, Points of Receipt and Delivery, character of service, Rate Schedule and duration of the release shall be specified in the Bid Agreements attached as Exhibits hereto.

ARTICLE II - Rate

- A. Customer shall pay Pipeline the Reservation Charges specified in each Bid Agreement attached hereto as Exhibit A. Unless Pipeline has specifically agreed in writing to provide a discounted usage charge for transportation services rendered pursuant to this Agreement, Customer shall pay Pipeline the maximum usage rates and charges provided under the Rate Schedule applicable to the Service Agreement under which Customer has received released capacity, which rates are set forth in Pipeline's effective FERC Gas Tariff, including applicable charges, surcharges and the Transportation Fuel Retention Percentage.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 2051 Original Sheet No. 2051 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE CAPACITY RELEASE PROGRAM
(CAPACITY RELEASE SHELL AGREEMENT)

- B. Pipeline shall have the unilateral right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rates, charges or rate schedule, or provision of the General Terms and Conditions or to propose, file, and make effective superseding rates, charges, rate schedules or provisions of the General Terms and Conditions for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer. Said rates, charges, rate schedule or superseding rate schedule and any revisions thereof or other tariff provision which shall be filed and made effective shall apply to and become a part of this Service Agreement. The filing of such changes and revisions shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

ARTICLE III - Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of, and shall continue in effect for a primary term of _____, and for an extended term of [state a period of time] thereafter, until either party terminates this Agreement by giving written notice to the other at least ___ months prior to the start of the next extended term.

ARTICLE IV - Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of the applicable Firm Transportation Rate Schedule, or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE V - Nonrecourse Obligation of Limited Partnership and Pipeline's Operator

Customer acknowledges and agrees that: (a) Pipeline is a Delaware Limited Partnership; (b) Customer shall have no recourse against any member of Pipeline or Pipeline's Operator with respect to Pipeline's obligations under this Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Agreement; (c) no claim shall be made against any member of Pipeline or Pipeline's Operator under or in connection with this Agreement; (d) no claims shall be made against Pipeline's Operator, its officers, employees, and agents, under or in connection with this Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the operator) and Customer shall provide Pipeline's Operator with a waiver of subrogation of Customer's insurance company for all such claims, and (e) this representation is made expressly for the benefit of the members in Pipeline and Pipeline's Operator.

Effective Date: 12/22/2008 Status: Effective
FERC Docket: RP09-94-000

First Revised Sheet No. 2052 First Revised Sheet No. 2052
Superseding: Original Sheet No. 2052

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE CAPACITY RELEASE PROGRAM
(CAPACITY RELEASE SHELL AGREEMENT)

ARTICLE VI - Miscellaneous

- A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article V.A requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval.
- B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and sent to the following addresses:
- Pipeline: Dominion South Pipeline Company, LP
701 East Cary Street
Richmond, VA 23219
Attention: Managing Director, Transmission
Marketing and Customer Services
- Customer:
- or at such other address as either party shall designate by formal written notice.
- C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.
- D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

[If applicable:

ARTICLE VII - Prior Contract

This Service Agreement shall supersede and cancel, as of its effective date, the Service Agreement for transportation service between Customer and Pipeline dated _____.]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be signed by their duly authorized officials as of the day and year first written above.

Dominion South Pipeline Company, LP
(Pipeline)

(Customer)

By: _____

By: _____

Its: Managing Director, Transmission
Marketing & Customer Services _____

Its: _____

(Title)

Effective Date: 12/16/2005 Status: Effective
FERC Docket: CP05- 77-001

Original Sheet No. 2053 Original Sheet No. 2053 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE CAPACITY RELEASE PROGRAM
(CAPACITY RELEASE SHELL AGREEMENT)

EXHIBIT A

(Bid Agreement)
To the Service Agreement
Applicable to Transportation of Gas
Under the Capacity Release Program
Dated _____

Between Dominion South Pipeline Company, LP and _____

Bid Number: _____
Bid Date: _____
Bid Time: _____

_____, ("Replacement Customer"), of Address: _____, Telephone: () ____-____, Facsimile: () ____-____, submits this bid for Capacity released by _____ ("Releasing Customer") as Offer No. _____, as posted on the Website of Dominion South Pipeline Company, LP ("Dominion South").

In consideration of the mutual covenants herein contained, Releasing Customer released to Bidder, as Replacement Customer, rights under Dominion South Contract Number _____, between Dominion South and Releasing Customer, for service under Dominion South Rate Schedule FT-____. Dominion South will provide such service to Bidder, as Replacement Customer, subject to the provisions of: (1) Dominion South currently effective FERC Gas Tariff; (2) Dominion South Contract Number _____, between Dominion South and Releasing Customer; (3) Releasing Customer's Release Notice for Offer No. _____; and (4) the terms specified below.

Bidder, as Replacement Customer, agrees to be bound by these provisions, and accepts Offer No. _____ as posted by Releasing Customer, with the following specifications [if applicable]:

1. Quantity: MDTQ: _____ Dt/Gas Day
Minimum Total Quantity (for Volumetric Release) _____ Dt
2. Capacity Path:
3. Point Rights:
Receipt Point(s): [including MDRO if applicable]
Delivery Point(s): [including MDDO if applicable]
4. Term: from _____, to _____.
5. Firm or Recallable Basis, and conditions applicable to recall, including any shortened notice provisions: _____.

Effective Date: 12/16/2005 Status: Effective
FERC Docket: CP05- 77-001

Original Sheet No. 2054 Original Sheet No. 2054 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE CAPACITY RELEASE PROGRAM
(CAPACITY RELEASE SHELL AGREEMENT)

EXHIBIT A (Cont.)

(Bid Agreement)
To the Service Agreement
Applicable to Transportation of Gas
Under the Capacity Release Program

6. Reservation Charges to be paid by Replacement Customer:

7. Volumetric Rates? _____ (Y/N)

8. Winter _____ Summer _____

9. Contingent Bid? _____ (Y/N)

If so, contingent upon _____

10. Other Terms:

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be signed by their duly authorized officials, as of the date stated below.

Dominion South Pipeline Company, LP
(Pipeline)

(Replacement Customer)

By: _____

By: _____

Its: Managing Director, Transmission

Marketing & Customer Services

Its:

(Title)

Date: _____

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 2055 - 2069 Sheet Nos. 2055 - 2069 : Effective

Reserved For Future Use

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 2070 Original Sheet No. 2070 : Effective

FORM OF SERVICE AGREEMENT
Access to the Dominion South E-SCRIPT

AGREEMENT made as of this _____ day of _____, _____, by and between Dominion South Pipeline Company, LP, a Delaware Limited Partnership, hereinafter called "Dominion South", and _____, a _____, hereinafter called "Subscriber".

WITNESSETH: That, for and in consideration of the mutual covenants and provisions herein contained and subject to the terms and conditions set forth below, Dominion South and Subscriber agree as follows:

ARTICLE I - Scope of Agreement

Dominion South shall make available Dominion South E-SCRIPT for use by Subscriber, subject to the terms and conditions set forth below. Subscriber may access E-SCRIPT to conduct business on Dominion South's pipeline facilities. Subscriber may also use E-SCRIPT to request and receive such other information as Dominion South may make available to Subscriber from time to time through the Website.

ARTICLE II - Terms and Conditions

- A. Use of E-SCRIPT by Subscriber shall be limited only to those persons who have been duly authorized by Subscriber to use E-SCRIPT (Authorized Personnel), as indicated in an executed Dominion South E-SCRIPT User Request Form submitted from time to time, the form of which is attached to this Agreement as Attachment B. Dominion South will provide each Authorized Personnel with an individual user identification code (USERID) and password, to allow the Authorized Personnel access to the Dominion South E-SCRIPT. Authorized Personnel may access information through E-SCRIPT regarding: (1) Subscriber's requests for new services under applicable Rate Schedules; (2) Subscriber's existing Service Agreements; (3) nominations pursuant to Subscriber's existing Service Agreement(s) under any Dominion South Rate Schedule; (4) Dominion South's capacity release program. Authorized Personnel's access to such information shall be defined by Subscriber in the executed Dominion South E-SCRIPT User Request Form. The number and type of USERID's and passwords to be issued shall be subject to the reasonable discretion of Dominion South.
- B. Subscriber shall also designate one or more Authorized Personnel (collectively, Designated Personnel) who are additionally authorized to transmit information to Dominion South through E-SCRIPT, and/or to propose and execute contracts using E-SCRIPT, and thereby legally bind Subscriber to any Service Agreement or amended Service Agreement entered into with Dominion South, as if the same were executed by written instrument. Designated Personnel shall be further able to: (1) request and bid for new services under applicable Rate Schedules; (2) request and execute amendments of existing Service Agreements on behalf of Subscriber; (3) nominate Receipts and Deliveries pursuant to Subscriber's existing Service Agreement(s) under any Dominion South Rate Schedule; and (4) participate in Dominion South's capacity release program, pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff. Designated Personnel's authorization to perform these functions shall be defined by Subscriber in the executed Dominion South E-SCRIPT User Request Form. For all purposes of Agreement, Dominion South shall be entitled to rely upon Subscriber's representation that any and all Designated Personnel authorized to perform E-SCRIPT contracting function have been duly authorized by Subscriber to enter into one or more Service Agreements or Bid Agreements and any amendments thereto, on behalf of Subscriber or perform the other above-enumerated activities.

FORM OF SERVICE AGREEMENT
Access to the Dominion South E-SCRIPT

- C. Subscriber shall not disclose to persons other than Authorized Personnel, and shall otherwise keep completely confidential, all USERID's, passwords, and any software issued to Subscriber by Dominion South.
- D. Subscriber shall immediately inform Dominion South in writing whenever Subscriber desires to terminate access to the Dominion South E-SCRIPT previously granted to any Authorized Personnel, or desires to terminate the status of any Designated Personnel. Subscriber shall not permit unauthorized or otherwise improper use of USERID's and/or passwords, including but not limited to the use of such USERID's and/or passwords by Authorized Personnel who at some point are no longer within Subscriber's employment or control. Dominion South shall have the right, for due cause or upon request of Subscriber, to invalidate any USERID or password issued to Subscriber. If possible, Dominion South shall give prior notice and an opportunity for Subscriber to respond before invalidating a USERID or password.
- E. Use of the Dominion South E-SCRIPT is expressly subject to the General Terms and Conditions and all provisions of any Rate Schedule as set forth in Dominion South FERC Gas Tariff as amended from time to time, and are hereby incorporated by reference, and/or any Service Agreement which may be applicable to any transaction performed by Subscriber and Dominion South by means of E-SCRIPT. In the event of a conflict between the provisions of this Agreement and any other applicable provisions of Dominion South then-effective FERC Gas Tariff, such tariff provisions shall govern Subscriber's use of the Dominion South E-SCRIPT.

ARTICLE III - Term of Agreement

This Agreement shall be and continue in full force and effect from the date of execution hereof, until terminated only for due cause or at Subscriber's request.

ARTICLE IV - Incorporation By Reference of Tariff Provisions

- A. To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:
- B. Pipeline shall have the unilateral right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rates, charges or rate schedule, or provision of the General Terms and Conditions or to propose, file, and make effective superseding rates, charges, rate schedules or provisions of the General Terms and Conditions for the purpose of changing the rates, charges, and other provisions thereof effective as to Customer. Said rates, charges, rate schedule or superseding rate shall apply to and become a part of this Service Agreement. The filing of such changes and revisions shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

Effective Date: 12/22/2008 Status: Effective
FERC Docket: RP09-94-000

First Revised Sheet No. 2072 First Revised Sheet No. 2072
Superseding: Original Sheet No. 2072

FORM OF SERVICE AGREEMENT
Access to the Dominion South E-SCRIPT

ARTICLE V - Nonrecourse Obligation of Limited Partnership and Pipeline's Operator

Customer acknowledges and agrees that: (a) Pipeline is a Delaware Limited Partnership; (b) Customer shall have no recourse against any member of Pipeline or Pipeline's Operator with respect to Pipeline's obligations under this Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Agreement; (c) no claim shall be made against any member of Pipeline or Pipeline's Operator under or in connection with this Agreement; (d) no claims shall be made against Pipeline's Operator, its officers, employees, and agents, under or in connection with this Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the operator) and Customer shall provide Pipeline's Operator with a waiver of subrogation of Customer's insurance company for all such claims, and (e) this representation is made expressly for the benefit of the members in Pipeline and Pipeline's Operator.

ARTICLE VI - Miscellaneous

- A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article V.A requires a further written agreement either prior to the making of any request or filing permitted under Article IV hereof or prior to the effectiveness of such request or filing after Commission approval.
- B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and sent to the following addresses:

Pipeline: Dominion South Pipeline Company, LP
701 East Cary Street
Richmond, VA 23219
Attention: Managing Director, Transmission and Customer Services

Customer:

or at such other address as either party shall designate by formal written notice.

- C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.
- D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 2073 Original Sheet No. 2073 : Effective

FORM OF SERVICE AGREEMENT
Access to the Dominion South E-SCRIPT

[Where applicable:

ARTICLE VII - Prior Contract

This Service Agreement shall supersede and cancel, as of its effective date, the Service Agreement between Customer and Pipeline dated _____.]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be signed by their duly authorized officials as of the day and year first written above.

Dominion South Pipeline Company, LP

(Pipeline)

(Customer)

By: _____

By: _____

Its: Managing Director, Transmission
Marketing & Customer Services _____

Its: _____

(Title)

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 2074 Original Sheet No. 2074 : Effective

FORM OF SERVICE AGREEMENT
Access to the Dominion South E-SCRIPT

ATTACHMENT A
FORM OF AGREEMENT
Access to the Dominion South E-SCRIPT
E-SCRIPT Contact Information Form
(Complete one per Company)

Subscriber Information:

Provide the following information for each legal entity that you want to name as a party to the Dominion South E-SCRIPT Agreement.

1. Company Name: _____ (legal description)
2. State of Incorporation: _____
(or other legal description, e.g. partnership)
3. Company is:

<input type="checkbox"/> Local Distribution Company	<input type="checkbox"/> Intrastate Pipeline
<input type="checkbox"/> Interstate Pipeline	<input type="checkbox"/> Hinshaw Pipeline
<input type="checkbox"/> Marketer	<input type="checkbox"/> Broker
<input type="checkbox"/> Producer	<input type="checkbox"/> End User
<input type="checkbox"/> Other (please describe _____)	
4. Affiliated with Dominion South Pipeline Company, LP: ☐ (Y/N)

Address Information:

(If the same address is used for multiple parties to the Dominion South E-SCRIPT Agreement, indicate the address on one form and mark "SAME" on the other forms prepared.)

1. Contact and Notification Address (Street Address and Post Office Box.)

Name _____
Title _____
Address Line 1 _____
Address Line 2 _____
City _____ State _____ Zip _____
Telephone _____ Facsimile _____

2. Nominations Address (Street Address and Post Office Box.)

Name _____
Title _____
Address Line 1 _____
Address Line 2 _____
City _____ State _____ Zip _____
Telephone _____ Facsimile _____

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Original Sheet No. 2075 Original Sheet No. 2075 : Effective

FORM OF SERVICE AGREEMENT
Access to the Dominion South E-SCRIPT

ATTACHMENT A (Cont.)
FORM OF AGREEMENT
Access to the Dominion South E-SCRIPT
E-SCRIPT Contact Information Form
(Complete one per Company)

3. Confirmation Address (Street Address and Post Office Box.)

Name _____
Title _____
Address Line 1 _____
Address Line 2 _____
City _____ State ____ Zip _____
Telephone _____ Facsimile _____

4. Billing Address (Street Address and Post Office Box.)

Name _____
Title _____
Address Line 1 _____
Address Line 2 _____
City _____ State ____ Zip _____
Telephone _____ Facsimile _____

5. Allocations Address (Street Address and Post Office Box.)

Name _____
Title _____
Address Line 1 _____
Address Line 2 _____
City _____ State ____ Zip _____
Telephone _____ Facsimile _____

Effective Date: 12/16/2005 Status: Effective
FERC Docket: CP05- 77-001

Original Sheet No. 2076 Original Sheet No. 2076 : Effective

FORM OF SERVICE AGREEMENT
Access to the Dominion South E-SCRIPT

ATTACHMENT B
FORM OF AGREEMENT
Access to the Dominion South E-SCRIPT - Dominion South E-SCRIPT User Request Form
(Complete one per Person)

Subscriber Information:

Company Name: _____ (legal description)

Dominion South E-SCRIPT User Information:

Provide the following information on a separate Attachment B for each authorized Dominion South E-SCRIPT User for the Company named above.

Dominion South E-SCRIPT User Name and Address:

Name _____
Title _____
Address Line 1 _____
Address Line 2 _____
City _____ State _____ Zip _____
Telephone _____ Facsimile _____

Dominion South E-SCRIPT User Access Rights

Security rights to execute capacity release transactions implies that the individual posting offers or bids is authorized to enter into binding contractual arrangements for Subscriber. All Dominion South E-SCRIPT Users are provided access to the E-SCRIPT and Electronic Mail functions.

Security Rights (Check all that apply):

	Access Information Only	Transmit Information	Execute Contracts
Contracts	_____	_____	_____
Capacity Release	_____	_____	_____
Nominations, Confirmation Allocation	_____	_____	_____

_____ Consistent with the Dominion South E-SCRIPT Agreement between Subscriber and Dominion South Pipeline Company, LP, dated _____, _____, I hereby authorize Dominion South Pipeline Company, LP, to consider the above-named individual to be Authorized Personnel or Designated Personnel on behalf of Subscriber, as those terms are defined in the Dominion South E-SCRIPT Agreement. Further, I acknowledge that until this authorization is effectively terminated in writing by Subscriber, Dominion South Pipeline Company, LP, may treat the above-named individual as a Dominion South E-SCRIPT User with the above-noted security and access rights. ATTEST:

(Subscriber)

By: _____

Telephone: _____

Its: _____
(Title)

Date: _____

Effective Date: 12/16/2005 Status: Effective

FERC Docket: CP05- 77-001

Sheet Nos. 2077 - 2999 Sheet Nos. 2077 - 2999 : Effective

Reserved For Future Use

